

**CONTRACT FOR SPECIAL SERVICES BY RINCON CONSULTANTS, INC. FOR EIR  
PREPARATION ON THE JACK RANCH SLO TRACT MAP/CONDITIONAL USE PERMIT  
(S000323U)**

THIS CONTRACT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California [hereafter "County"], through its Environmental Coordinator/ Planning Director [hereafter "Coordinator/Director"] and Rincon Consultants, Inc., a California Corporation [hereafter "Consultant"].

**WITNESSETH:**

WHEREAS, the County has authorized the preparation of an Environmental Impact Report for the proposed project identified as Jack Ranch SLO Tract Map/Conditional Use Permit (S000323U), ED02-288, which lies in the County of San Luis Obispo, and is more precisely located on the plat attached hereto as Exhibit "A" [hereafter "the Project"]; and

WHEREAS, the County shall maintain high quality standards in the application of environmental laws in the County of San Luis Obispo; and

WHEREAS, the Project requires an unbiased Environmental Impact Report [hereafter "EIR"], that is prepared in accordance with the California Environmental Quality Act, Public Resources Code, sections 21000 et seq. [hereafter "CEQA"], the State CEQA Guidelines, California Code of Regulations, title 14, section 15000 et seq. [hereafter "Guidelines"], and the County of San Luis Obispo Environmental Quality Act Guidelines, and that reflects the independent judgment of the County; and

WHEREAS, it is understood that the Consultant shall be the independent contractor of the County to prepare the EIR; and

WHEREAS, this Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations and understandings of the parties, written or oral, including, but not limited to (Contract for Special Services by Independent Contractor Rincon Consultants, Inc. for EIR Preparation on the Weyrich Tract Map and Conditional Use Permit, entered into by the Parties on October 26, 2004).

NOW, THEREFORE, in consideration of the covenants, conditions, agreements and stipulations set forth herein, the parties agree as follows:

**I. PREPARING THE EIR**

**A. DUTIES OF THE CONSULTANT.**

1. It is a fundamental requirement that this EIR be prepared by an unbiased Consultant.

2. To further protect the unbiased EIR requirement, the Consultant agrees that the duties described in this Contract shall be the only work Consultant performs on the Jack Ranch SLO Tract Map/Conditional Use Permit (S000323U), unless the Consultant obtains prior written consent from the Coordinator/Director.

3. The Consultant shall complete the field exploration, research, tests and analysis necessary to complete an EIR which fulfills the requirements of the EIR required by CEQA, the Guidelines, and the provisions set forth in Consultant's Scope of Work, [hereafter "scope of work" or Exhibit B]. Exhibit B is attached hereto and incorporated by reference herein except that the information as to cost and time is attached for informational purposes only.

4. Some factors could severely inhibit or prohibit a proposed project. An objective of conducting an environmental impact study is to identify these factors as soon as possible in order to make a determination regarding the feasibility of whether to continue with the EIR or the Project. While preparing the EIR, the Consultant shall diligently watch for and analyze those environmental factors which could inhibit or prohibit the Project. If such factors are identified, the Consultant shall immediately notify the Coordinator. The Coordinator will then advise the Consultant in writing on whether to stop work or continue with the EIR.

5. The Consultant shall submit the following documents in multiple copies in phases as described below: (1) a Draft Project Description and detailed EIR outline, (2) an Administrative Draft EIR, (3) a Draft EIR, (4) an Administrative Final EIR and (5) a Final EIR. Consultant agrees to prepare the documents in compliance with the provisions of CEQA, the Guidelines, and Exhibit B.

a. The Draft Project Description and EIR Outline. The initial kick-off meeting and Project Description review/approval phase have already been completed under a separate contract. The Consultant may rely on this previously approved Project Description as a basis for the environmental impact analysis. It is understood that the Project Description may be further refined from time to time as the EIR study progresses.

b. The Administrative Draft EIR. The administrative draft EIR is an internal agency document and shall be transmitted only to the Coordinator/Director, who then may provide it to agencies as needed. Consultant shall not release any part of the administrative draft EIR to other agencies without advance direction from the Coordinator/ Director. Eight (8) weeks after the Coordinator/Director approves the updated Scope of Work and Fee Estimate, Consultant shall submit five (5) unbound copies (3-hole drilled) in 3-ring binders of an administrative draft EIR with appendices to the Coordinator/Director for agency and staff review and comment. The Consultant shall also prepare a Mitigation Monitoring and Reporting Program (MMRP). The program will compile all of the adopted mitigation measures developed in the body of the EIR, as well as information necessary to monitor compliance with each measure. The program will include: suggested wording as a condition of approval; Identification of persons/agencies responsible for monitoring compliance with each condition; timing when monitoring must occur; frequency of monitoring; and criteria to be used to determine compliance with conditions. Ten (10) working days after the Coordinator/ Director submits comments to the Consultant, Consultant shall incorporate all of the Coordinator/ Director's comments and shall submit all changed or new pages showing the revisions to the Coordinator/ Director. The administrative draft EIR may be submitted and returned for changes as often as necessary until the Coordinator/ Director approves a copy as a complete administrative draft EIR. When the Coordinator/ Director notifies Consultant that the Coordinator/ Director has approved the administrative draft EIR, this phase is complete.

c. The Draft EIR. The Consultant has ten (10) working days from Coordinator/ Director's approval of the administrative draft EIR to provide the draft EIR, ready for public review. The Consultant shall provide the County with fifteen (15) bound copies of the draft Executive Summary with EIR CDs attached, twenty-five (25) bound copies of the draft EIR with appendices/MMRP included on CDs, 15 CDs in pdf format (with Appendices/MMRP), one (1) CD in original format, one (1) CD in an HTML or searchable pdf format for website use, and an electronic version in a County-acceptable format (e.g., Word, Excel, etc.). For the appendices, the consultant shall provide three (3) hard copies in three-ring binders, one (1) CD in original format, and one (1) CD in an HTML or searchable format for website use. In addition, the Consultant shall provide one (1) CD that includes all references used in drafting the Draft EIR. Also, the draft EIR using an HTML, PDF, or other similar format, shall be divided into chapters

so text and graphics can be easily used/placed on the County's web site for quick downloads. Also, unless otherwise specified by the County, a separate CD shall be provided that includes all reference documents cited in the EIR. The Coordinator/ Director must approve the draft EIR for this phase to be complete.

d. The Administrative Final EIR. After the comments described in CEQA and the Guidelines, including sections 15086 and 15087, have been collected by the Coordinator/ Director, the Coordinator/ Director shall transmit these comments to the Consultant. The Consultant shall prepare written responses to these comments in accordance with CEQA and the Guidelines, including section 15088. Within fifteen (15) working days of receipt of these comments, the Consultant shall provide the County with three (3) unbound copies (3-hole drilled) of the administrative final EIR with appendices for the Coordinator/ Director's review, comment and approval. The Coordinator/ Director will submit comments to the Consultant. Consultant shall incorporate all of the Coordinator/ Director's comments and shall submit all changed or new pages showing the revisions to the Coordinator/ Director. The administrative final EIR may be submitted and returned for changes as often as necessary until the Coordinator/ Director approves a copy as a complete administrative final EIR. When the Coordinator/ Director notifies Consultant that the Coordinator/ Director has approved the administrative final EIR, this phase is complete.

e. The Final EIR. After the Coordinator/ Director approves the administrative final EIR, the Consultant shall, within ten (10) working days, provide the Coordinator/ Director, twenty-five (25) bound copies of the final EIR with appendices/MMRP included on CD, and fifteen (15) CDs in pdf format (with Appendices/MMRP), one (1) CD in an HTML or searchable format for website use, ten (10) hard copies of the Executive Summary with CDs containing the full EIR. In addition, the Consultant will provide three (3) hard copies in three-ring binders, one (1) CD in pdf format, one (1) CD in original format and one (1) CD in an HTML or searchable format for website use. In addition, the Consultant shall submit the following: one set of CDs of the final EIR and appendices in original software version; textual information shall be in Word format (as directed by County); spreadsheets and/or databases shall be in Excel format or other format acceptable to County. Also, unless otherwise specified by the County, a separate CD shall be provided that includes all additional reference documents cited in the Final EIR that are in addition to what was provided for the Draft EIR. Computer

spreadsheets and graphics generated for use in the EIR shall be formatted to be easily used as part of the County's ArcView geographic information system as follows:

*Any geographic information electronically mapped as part of this project shall be provided as a .SHP file, a format compatible with ESRI's ArcView GIS software program, and shall be registered to the California State Plane NAD 83, Zone 5 coordinate system, units in feet. A .PRJ file shall be included reflecting this coordinate system.*

*All .SHP files or feature classes in a geodatabase submitted shall include sufficient metadata compatible with the ArcCatalog .XML format. This metadata shall include at minimum the following:*

- An abstract containing a brief narrative summary of the data set including levels of accuracy and methods of data capture.*
- Brief descriptions of each mapping unit and its defining characteristics for this county project*
- Purpose for creating the data with a summary of the intentions with which the data set was developed*
- Citation including the name of the organization and/or individual that developed the dataset*
- Maintenance requirements noting the frequency with which changes (if any are necessary) are made to the data set after the initial data set is completed*
- Theme key words associated with the data set*
- Contact information for the creator of the data set and for the creator of the metadata*
- Date the data was published*

*Descriptive text, thoroughly defining all features within each mapped data set, shall be incorporated into the data attribute tables. If codes or abbreviations were used for data attributes then a .LYR or other document explaining the codes shall be included. Map symbology shall be provided in a .LYR file which the County can import into any subsequent maps if desired.*

When the Coordinator/ Director notify the Consultant that the Coordinator/ Director has approved the Final EIR, this phase is complete.

## **B. DUTIES OF THE COUNTY.**

1. The Coordinator/ Director will be responsible for ensuring that the EIR reflects the independent judgment of the County as the Lead Agency as required by Section 15084(e) of the Guidelines.

2. The Coordinator/ Director will make any documents, relevant to the Project, in the possession of Coordinator/ Director, available to the Consultant.

3. It is understood that repeated revisions to the EIR are costly for the Consultant and the Coordinator/ Director. Therefore, the Coordinator/ Director shall make every effort to reduce the number of iterations of the EIR to a minimum by diligently reviewing each submittal by the Consultant.

4. Coordinator/ Director will advise the Consultant whether to continue with the EIR or stop work when situations are identified, such as environmental, economic, technical, legal or other factors, which could inhibit or prohibit the Project.

5. The Coordinator/ Director will accomplish the tasks required of the Coordinator/ Director described in Paragraph I.A. above.

6. Other agencies and the public may make comments to the draft EIR pursuant to CEQA and the Guidelines, sections 15086 and 15087. The Coordinator/ Director will make any of these comments which raise environmental points available to the Consultant.

7. The County will provide for payment to the Consultant as provided by the terms of this Contract. The Coordinator/ Director will expeditiously review all work submitted by the Consultant in order to assure prompt payment of invoices. At the request of the Consultant, the Coordinator/ Director will explain in writing any delay, not the result of the Consultant, that would prevent payment of the invoice within 30 days of receipt by the Coordinator/ Director.

### **C. PAYMENT.**

1. County's Maximum Cost of the EIR. The Contract for the preparation of the EIR is a lump sum Contract. It is not a time and materials Contract. The County will pay the Consultant a maximum amount of ninety-seven thousand, seven hundred and seventy-nine dollars (\$97,779.00) for a Coordinator/ Director-approved, final EIR. The County will pay Consultant in staged payments throughout the performance of the Contract. The sums due under the timing of these staged payments are tied to products delivered by the Consultant to the Coordinator/ Director and approval of such products by the Coordinator/ Director.

2. Time of payment. At the request of the Coordinator/ Director, the Consultant shall submit itemized statements for work performed on each phase or from the execution of the Contract to the date of the request. The County has the right to access and copy the records to verify all work performed on the Contract to date. The County's right to inspect and copy records is in addition to the legal rights and liabilities of the parties pursuant to an audit described in paragraph III.M. of the Primary Contract.

a. Consultant will be paid fifty percent (50%) of the maximum amount in paragraph I.C.1. above, thirty-nine thousand, one hundred and eleven dollars and sixty cents (\$48,889.50), within thirty (30) days after the Coordinator/ Director receives a correct invoice, and receives and approves the contracted number of copies of the administrative draft EIR.

c. Consultant will be paid thirty percent (30%) of the maximum amount in paragraph I.C.1. above, twenty-nine thousand, three hundred and thirty-three dollars and seventy cents (\$29,333.70), within thirty (30) days after the Coordinator/ Director receives a correct invoice, and receives and approves the contracted number of copies of the draft EIR.

d. Consultant will be paid twenty percent (20%) of the maximum amount in paragraph I.C.1. above, twenty-nine thousand, three hundred and thirty-three dollars and seventy cents (\$19,555.80), within thirty (30) days after the Coordinator/ Director receives a correct invoice, and receives and approves the contracted number of copies of the final EIR.

3. Early Termination Payment. If the Contract is terminated prior to the completion of the final EIR for a reason other than breach by the Consultant, the County will pay Consultant for work performed on the Contract from execution to termination, but not to exceed the maximum percentages listed above for each approved phase plus an additional amount for work performed in any incomplete phases prior to termination date based on the rates and schedules in Exhibit B. Payment for attendance at meetings and hearings, travel and per diem shall be allocated to the phase in which the travel occurred. If any phase is not completed and the Contract is terminated due to breach by the Consultant, the amount due Consultant shall be the maximum amount of the EIR less the amount required to hire and compensate a replacement Consultant to complete the EIR.

4. Cost Containment. In no event is the Consultant authorized to incur additional costs beyond the maximum amounts in this Contract without prior written agreement signed by the County. Before incurring additional costs or providing additional services, Consultant must inform Coordinator/ Director, in writing, of the estimated additional costs. Without prior written approval signed by the County, the County shall not be liable for any amount over the amounts specified herein.

5. Early Payment. For flat fee projects with identified phases, and for good cause, and in the sole discretion of the County, the County may make such early payments during any phase without terminating this Contract. The Consultant shall preserve the work performed to date and minimize the need to repeat work on the current phase. Before receiving an early payment, the Consultant shall submit an itemized statement showing time and materials spent from execution to date, specifically identifying the work done on the phase in progress and the estimated amounts remaining to complete the phase in progress. In no event shall Consultant be entitled early payment for a future phase. The Board of Supervisors delegates the authority to make early payments to the Coordinator/ Director provided the Coordinator/ Director retains sufficient funds to complete the phase in progress including costs to re-start a delayed phase. The County shall incur no liability for declining to make an early payment.

6. Delegation of County Signatory Authority for Minor Modifications. The Board of Supervisors delegates to the Coordinator/ Director the authority to sign amendments to this Contract that make reasonable modifications to the time performance or that increase the scope of work and provide additional compensation, provided that all amendments do not total more than fifteen percent (15%) of the total of the amounts stated in: a) paragraph I.C.1 above, b) paragraph II.B Meetings, c) paragraph III.B Findings and Hearings, and d) paragraph IV.B Mitigation Monitoring Program, which is seventeen thousand, six hundred twenty six dollars and thirty five cents (\$17,626.35). Any amendment beyond that cumulative amount or an amendment pertaining to any performance other than increasing the scope of work, including but not limited to insurance, indemnity, property and other provisions in this Contract must be in writing and signed by the Board of Supervisors. These additional funds are intended to provide for flexibility needed to respond to changes generated in writing by the County; not by the Consultant. Any modification to the Contract within the scope of this paragraph need only be signed by the Consultant and the Coordinator/ Director; after approval as to form and legal effect by a Deputy County Counsel.

7. Invoicing. Each invoice submitted by Consultant to the County shall include at least the following details:

- a. Table showing all of the subtotals shown in Section VI below. In addition, additional columns to be added to show how much of each subtotal has been authorized for payment, how much is pending approval, and how much remains available;
- b. Each invoice shall clearly show which subcategory from Section VI payment is being; and
- c. Invoice shall include sufficient supporting evidence to substantiate the request (e.g., labor, materials, and/or documents, etc.).

## **II. PROJECT MEETINGS AND PUBLIC HEARINGS**

This section of the Contract, Section II, "Project Meetings and Public Hearings," is an option to be exercised solely at the discretion of the Coordinator/ Director.



**A. NUMBER OF MEETINGS AND HEARINGS.**

At the Coordinator/ Director's request, Consultant will send appropriate representatives to three (3) project meetings and four (4) public hearings.

**B. PAYMENT CALCULATIONS.**

1. Attendance at project meetings. The Consultant shall be paid for the time spent by Consultant's representatives in preparing for and attending the Project staff meetings. The Consultant shall submit an itemized billing for each meeting attended. For preparation and attendance at such meetings, Consultant's staff will be paid at the hourly rates as provided in Exhibit C. The total maximum for preparation, attendance and participation of all of Consultant's representatives in all meetings on the Project and appeal, if any, is four thousand, one hundred and seventy dollars (\$4,170). This is in addition to the amount stated in paragraph I.C.1. above.

2. Attendance at hearings. The Consultant shall be paid for the time spent by Consultant's representatives in preparing for and attending the public hearings. The Consultant shall submit an itemized billing for each public hearing attended. The Consultant shall be paid for preparation and attendance at such hearings, at the hourly rates as provided in Exhibit C. The total maximum for preparation, attendance and participation of all of Consultant's representatives in all (up to 4) public hearings on the Project and appeal, if any, is six thousand, eight hundred and fifty dollars (\$6,850). This is in addition to the amount stated in paragraph I.C.1. above.

**III. PROPOSED FINDINGS**

This section of the Contract, Section III, "Proposed Findings," is an option to be exercised solely at the discretion of the Coordinator/ Director.

**A. DUTIES FOR FINDINGS.**

At the Coordinator/ Director's request, Consultant shall prepare and deliver to Coordinator/ Director, two (2) unbound copies of proposed findings for use by the Planning Commission and Board of Supervisors. The findings shall be prepared in accordance with the requirements of the Guidelines, sections 15091 and 15093. The Coordinator/ Director will notify Consultant of a reasonable due date for the proposed findings. The Coordinator/ Director must approve the proposed findings for this performance to be complete. Findings

shall also be provided to the County electronically in the original format, such as in Word (County's latest version); any spreadsheets and/or databases developed for these findings shall also be provided electronically in the original format, such as in Excel or other County-approved format.

**B. PAYMENT FOR FINDINGS.**

County shall pay Consultant on a time and materials basis for preparing proposed Findings, up to a total maximum amount of six thousand, two hundred dollars (\$6,200) for Coordinator/ Director-approved proposed findings. Consultant will submit an itemized statement. The Consultant shall be paid for preparation of such findings, at the hourly rates as provided in Exhibit C. Payment will be due thirty (30) days after approval of proposed findings and receipt of Consultant's correct invoice. Payment for findings is in addition to the amounts stated in paragraphs I.C.1. and II.B.1. above.

**IV. MITIGATION MONITORING PROGRAM**

This section of the contract, Section IV, "Mitigation Monitoring Program," is an option to be exercised solely at the discretion of the Coordinator/ Director.

**A. DUTIES FOR PREPARATION OF MITIGATION MONITORING PROGRAM.**

At the Coordinator/ Director's request, Consultant shall prepare and deliver to Coordinator/ Director, two (2) copies of a proposed mitigation monitoring program for use by the Board of Supervisors and County staff. The mitigation monitoring program shall be prepared in accordance with the requirements of CEQA, Public Resources Code, section 21081.6, and the Guidelines, section 15126. The Coordinator/ Director will notify Consultant of a reasonable due date for the proposed mitigation monitoring program. The Coordinator/ Director must approve the proposed mitigation monitoring program for this performance to be complete. The Consultant shall provide one set electronically in original format, such as Word (County's latest version), of the mitigation monitoring program; any spreadsheets and/or databases developed for the mitigation monitoring program will also be provided electronically in original format, such as in Excel or other format acceptable to the County.

**B. PAYMENT FOR MITIGATION MONITORING PROGRAM.**

County shall pay Consultant on a time and materials basis for preparing proposed Mitigation Monitoring Program, up to a total maximum amount of two thousand, five hundred and ten dollars (\$2,510) for a Coordinator/ Director-approved proposed mitigation monitoring

program. Consultant will submit an itemized statement. The Consultant shall be paid for preparation of such a Mitigation Monitoring Program, at the hourly rates as provided in Exhibit C. Payment will be due thirty (30) days after approval of the proposed mitigation monitoring program and receipt of Consultant's correct invoice. The total maximum amount for preparation of the mitigation monitoring program is in addition to the amount stated in paragraphs I.C.1, II.B.1, and IIIB. above.

## **VI. FINANCIAL SUMMARY**

The following summarizes the costs of the individual categories specified above:

|  |                     |
|--|---------------------|
| I. PREPARING THE EIR                     | \$97,779.00         |
| Minor Modification/contingency           | \$17,626.35         |
| II. PROJECT MEETINGS AND PUBLIC HEARINGS | \$11,020.00         |
| III. PROPOSED FINDINGS                   | \$6,200.00          |
| IV. MITIGATION MONITORING PROGRAM        | \$2,510.00          |
| <b>TOTAL</b>                             | <b>\$135,135.35</b> |

## **VII. GENERAL CONDITIONS**

### **A. INDEPENDENT CONTRACTOR.**

Consultant shall be deemed to be an independent contractor of County. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes, or permits, the County to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject of this contract; provided always, however, that the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services.

### **B. NO ELIGIBILITY FOR FRINGE BENEFITS.**

Consultant understands and agrees that its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

### **C. INDEMNIFICATION.**

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless the County, its officers, agents, and employees from all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement to the extent caused by the negligent performance or attempted performance of the provisions hereof, including any willful or negligent act or omission to act on the part of the Consultant or his agents or employees or independent contractors. This indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County.

### **D. INSURANCE.**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

1. MINIMUM SCOPE AND LIMIT OF INSURANCE Coverage shall be at least as broad as:

i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

ii. Automobile Liability: ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

iii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement

(providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

iv. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

2. If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

3. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

ii. Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. Notice of Cancellation: Each insurance policy required above shall state that **coverage shall not be canceled, except after thirty (30) days prior written notice** (10 days for non-payment) has been given to the County.

4. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

5. Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

6. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

7. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

8. Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

9. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

10. Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

Ellen Carroll, Environmental Coordinator  
Department of Planning and Building  
976 Osos St., Room 300  
San Luis Obispo, CA 93408-4020

11. Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

12. Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **E. WARRANTY OF CONTRACTOR.**

Consultant, its officers and employees, and subcontractors will comply with all applicable federal or state laws while performing this Contract. Consultant warrants that it, and each of the personnel employed or otherwise retained by Consultant, will at all times be properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to. Consultant warrants that the persons performing the services for this Contract are specially trained, experienced, expert and competent to perform such special services of preparing the required EIR. Consultant warrants that the Consultant, its subcontractors and real person working on this Contract have no conflict of interest with this Project and will produce an independent, objective and unbiased work product.

Should there be any substitution of subcontractors or staff, Consultant will request approval from the County 10 days prior to any change. Approval by the County is required and shall be given in writing from the County to Consultant for any proposed change.

**F. NON-ASSIGNMENT OF CONTRACT.**

Inasmuch as this Contract is intended to secure the specialized services of the Consultant, Consultant shall not delegate its obligations under this Contract and shall not assign or otherwise transfer its rights under this Contract or any interest therein without the prior written consent of County. Any such assignment, transfer, delegation, or subletting without the County's prior written consent shall be null and void.

**G. NONDISCRIMINATION.**

Consultant will not discriminate, in any manner forbidden by law, against any person employed to perform services under this Contract.

**H. TERMINATION OF CONTRACT FOR CONVENIENCE OF EITHER PARTY**

Either party may terminate this Contract at any time by giving to the other party 30 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event that Contractor terminates this Contract prior to completion of the Scope of Work, Contractor shall reimburse the County for any work not satisfactorily completed prior to the effective date of said termination.

**I. TERMINATION OF CONTRACT FOR CAUSE.**

If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County, then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to Contractor. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event that the County terminates this Contract prior to completion of the Scope of Work, Contractor shall reimburse the County for any work not satisfactorily completed prior to the effective date of said termination. If County's termination of Contractor



for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under Section I.C above.

**J. ENTIRE AGREEMENT AND MODIFICATIONS.**

(1) This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties before the change or amendment occurs. Consultant specifically acknowledges that in entering into and executing this Contract, Consultant relies solely upon the provisions contained in this Contract and no others.

**K. APPLICABLE LAW AND FORUM SELECTION.**

This Contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that the validity, enforceability, and interpretation of the Contract or any of its provisions shall be determined and governed by the laws of the State of California without respect to the conflict of laws. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, State of California, and such a state court in such county shall be the forum for any action or proceeding that may be brought, or arise out of, this Contract.

**L. SEVERABILITY.**

The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

**M. RECORDS.**

Pursuant to California Government Code § 10532, every County contract involving the expenditure of more than ten thousand dollars (\$10,000.00) in public funds is subject to examination and audit of the Auditor General for a period of three years after final payment under the Contract. Consultant shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitute "records" for the purposes of this paragraph. Consultant shall maintain and preserve, until three years after termination of this Contract, and permit the State of California or any of its duly authorized representatives, including the Comptroller General of

the United States, to have access to and to examine and audit any pertinent books, documents, papers, and records of Consultant related to this Contract. Consultant and County shall ensure the confidentiality of any records that are required by law to be so maintained.

**N. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS.**

Pursuant to Government Code section 7550, if the total cost of this Contract is over five thousand dollars (\$5,000.00), the Consultant shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

When multiple documents or written reports are the subject or product of contracts, the disclosure section may also contain a statement indicating that the total Contract amount represents compensation for multiple documents or written reports.

**O. NOTICES.**

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the following address as appropriate:

**1. To the Environmental Coordinator:**

Co. Planning & Bldg. Department  
976 Osos Street, Room 200  
San Luis Obispo, CA 93408

**2. To the Board of Supervisors:**

Board of Supervisors  
County Government Center  
1055 Monterey Street, Room D430  
San Luis Obispo, CA 93408

**3. To the Consultant:**

Rincon Consultants  
1530 Monterey Street, Suite D  
San Luis Obispo, CA 93401

**P. COPYRIGHT.**

Any reports, maps, documents or other materials produced in whole or part by the Consultant or any subconsultant or person responsible to the Consultant under this Contract shall not be subject to an application for copyright by or on behalf of Consultant, subconsultant or person responsible to Consultant during the performance of this Contract.

**Q. CONFIDENTIALITY.**

No reports, maps, information, documents, or any other materials given to or prepared by Consultant under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Consultant without the prior written approval of County. However, Consultant shall be free to disclose such data as is publicly available.

**R. EQUIPMENT AND SUPPLIES.**

Consultant will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

**S. ACCESS TO RECORDS AND FINANCIAL DATA.**

At the request of the Board of Supervisors, the Coordinator, the County Planning Director, the County Counsel, the County Administrator or the County Auditor, the County's agents or employees have a right to access any recorded data, preserved in any form, including but not limited to materials generated for this Project or existing information compiled for this Project and any financial documents pertaining to this Project, wherever located during reasonable hours for up to three years after project approval. After three years, if the Consultant wants to dispose of the background records the Consultant shall give the County the option of taking possession of the records. The County's right to access includes the right to make copies of such information.

**T. PRIORITY OF INCONSISTENT CONTRACT TERMS AND CONDITIONS.**

To the extent that any terms or conditions set forth in Exhibit B, or past business practices between Consultant and County or Coordinator/ Director differ from the terms and conditions of this Contract, the terms and conditions expressed in the typed body of this Contract, without reference to Exhibit B, are controlling.

**U. EFFECT OF WAIVER.**

County's waiver or breach of any one term, covenant or other provision of this Contract shall not be a waiver of a subsequent breach of the same term, covenant or provision of this Contract or of the breach of any other term, covenant or provision of this Contract.

(Signatures on following page)

**CONSULTANT**

RINCON CONSULTANTS, INC.  
A California Corporation

By: 

RICHARD DAULTON  
Name (Print)

PRINCIPAL  
Title

10/10/16  
Date

By: 

Colby Beggs  
Name (Print)

Principal  
Title

10/10/16  
Date

**COUNTY OF SAN LUIS OBISPO**

By: \_\_\_\_\_

**Chairperson of the Board of Supervisors**

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND LEGAL EFFECT:**

**RITA L. NEAL**  
County Counsel

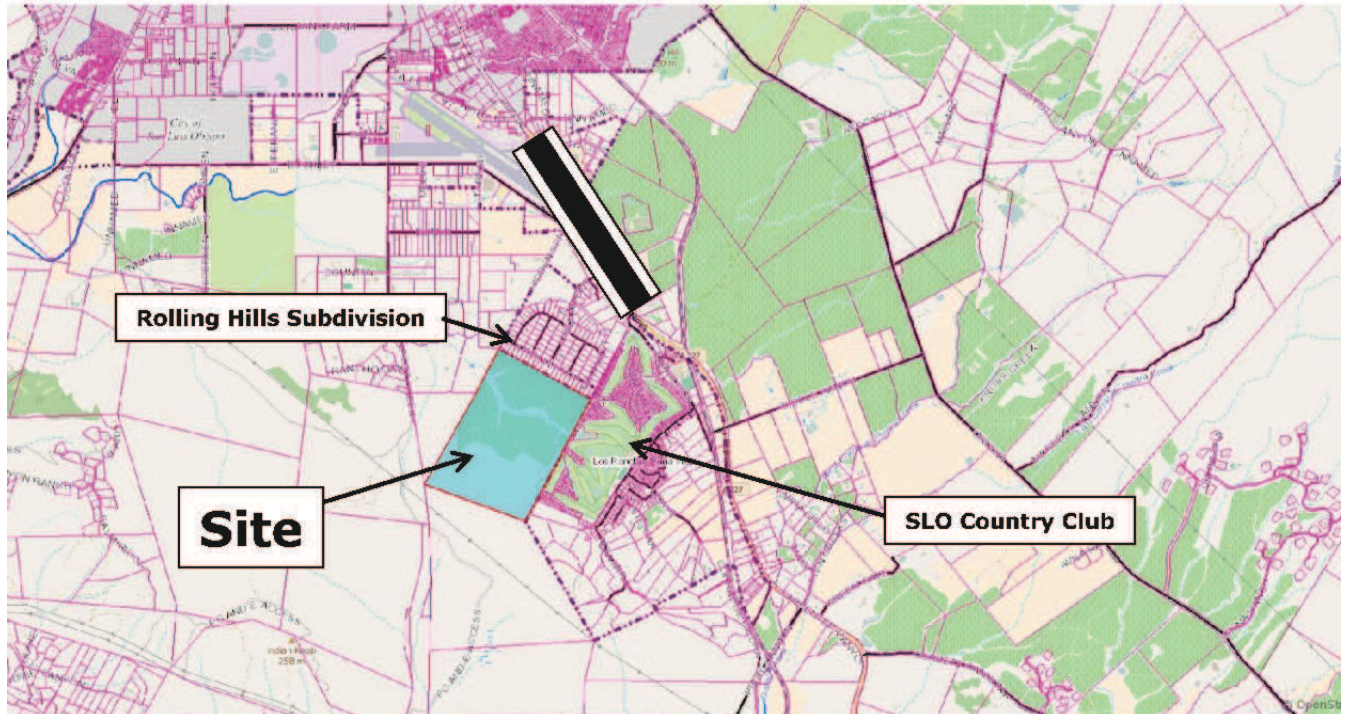
By: \_\_\_\_\_  
Deputy County Counsel

Dated: 10.12.16

**ATTACHMENTS**

Exhibit A – Location Map  
Exhibit B – Consultant Scope of Work  
Exhibit C – Hourly Rates

Exhibit A – Location Map



**EXHIBIT B**  
**Consultant Scope of Work**



**Rincon Consultants, Inc.**

1530 Monterey Street, Suite D  
San Luis Obispo, California 93401

805 547 0900

FAX 547 0901

info@rinconconsultants.com  
www.rinconconsultants.com

July 19, 2016  
Project 15-01566

Stephanie Fuhs, Planner  
Department of Planning and Building  
San Luis Obispo County  
County Government Center Room 310  
San Luis Obispo, California 93408

**Subject: Jack Ranch Agricultural Cluster Subdivision Project EIR  
Update for Scope of Work and Fee Estimate**

Dear Ms. Fuhs:

Based on the work that has been performed to date for the Environmental Impact Report (EIR) for Jack Ranch Agricultural Cluster Subdivision Project, and on the current revisions to the project and interpretation by the Department of Planning and Building that 13 lots are allowable on the property as an Agricultural Cluster Subdivision, Rincon Consultants, Inc. is submitting this revised scope of work and cost estimate to compete the EIR for the project.

Changes from our June 2015 proposal for this work are as follows:

- Minor re-organization of issues to reflect the topics and issues as presented in the Initial Study
- Minor updates to tasks to reflect receipt of recent studies provided by the applicant
- A general reduction in effort related to some issues (mainly aesthetics and water quality) based on results from the Initial Study and other work performed since our earlier proposal

Portions of the Administrative Draft EIR prepared for the previous version of the project may remain applicable to the current project, and will be used to the extent practicable. However, due to the amount of time that has passed since the previous ADEIR was prepared, the changes to the project, availability of new technical information, and changes to the CEQA Guidelines and standard industry practice, our proposed scope of work assumes that substantially updated analysis will be required.

The scope of work outlined in this proposal will be overseen by Richard Daulton, MURP, Principal and Manager of our San Luis Obispo office. The project will be managed by John Larson, Senior Project Manager.





## **SCOPE OF WORK**

### **Task 1 Project Initiation**

**Subtasks 1.1, 1.2, 1.3 and 1.5 of the scope of work have been completed.**

**Subtask 1.4. AB 52 Consultation Assistance.** This task has been authorized, but not yet completed. This will be completed with no additional budget. The description from our June 10, 2015 proposal is as follows:

Rincon will assist the County of San Luis Obispo with Native American government-to-government consultation in accordance with Assembly Bill (AB) 52 (Gatto, 2014). We understand the project does not require a general or specific plan enactment or amendment, or a zone change, and therefore do not believe the project requires compliance with Senate Bill 18 (California Public Resources Code § 65351 – 65352). As such, we understand the project does not require preparation of a Native American Heritage Commission (NAHC) Sacred Lands File search. If Native American tribal contacts request consultation with the County in accordance with AB 52, Rincon will provide the County with draft letters to put on County letterhead, and a tracking sheet and instructions for successful AB 52 consultation. If the County would like Rincon to participate in further AB 52 consultation or attend any meetings, a budget augment would be requested.

### **Task 2 Administrative Draft EIR**

The EIR will be prepared in accordance with the State CEQA Guidelines, which set the standards for adequacy of an EIR. Specifically, the State CEQA Guidelines declare that:

*An EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible.*

The analysis will rely on available technical reports to streamline the analytical effort. The overall approach to the analysis will be to verify and utilize existing data, supplemented where necessary with new information or modeling.

The Project Manager will continue to be John Larson, and the Principal-in-Charge will continue to be Richard Daulton, both in the Rincon San Luis Obispo office.



Quality Assurance/Quality Control procedures, management procedures, and other senior level staff will remain as described in our June 10, 2015 proposal letter.

**Subtask 2.1. Executive Summary.** Rincon will prepare a summary of the proposed project and associated environmental consequences. This information will be presented in tabular format to simplify review by decision-makers and the general public. This section will summarize project impacts and proposed mitigation measures. The summary will also note areas of known controversy and will summarize the alternatives reviewed and their associated impacts. The summary will also identify the environmentally superior alternative and rationale for its selection as such.

**Subtask 2.2. Introduction and Environmental Setting.** Rincon will prepare an Introduction and Environmental Setting for inclusion in the EIR. The environmental setting will provide a general description of the project vicinity, including its geographic extent, climatic conditions and demographic conditions. The environmental setting will also describe our approach to and basis for the cumulative impact analysis.

**Subtask 2.3. Environmental Impacts and Mitigation Measures.** Each environmental issue addressed in the EIR will have four main subsections:

- Setting;
- Impact analysis;
- Mitigation measures; and
- Level of significance after mitigation.

Where possible, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts. Cumulative impacts will be discussed within this analysis, but at a lesser level of detail than the project-specific impacts. All mitigation measures will be compared to existing regulations, and where the existing regulation is determined to be adequate to reduce the identified impact, the existing regulations will be cited. All mitigation measures will be presented in wording that can be directly applied to either the proposed project, and will include monitoring requirements. All impacts will be classified as Class I, Class II, Class III or Class IV, and the significance remaining after mitigation discussion will identify the effectiveness of the mitigation measures and monitoring procedures. This will include a discussion of conditions that may trigger future environmental review, consistent with State CEQA Guidelines Section 15183.

As each impact analysis section is prepared, Rincon will compile source reports and other data for inclusion in the administrative record.



**Subtask 2.4. Alternatives.** Up to four (4) alternatives will be identified and analyzed. This will include two versions of the required No Project Alternative (a no growth/no development alternative and an alternative that considers buildout in accordance with existing zoning); and two design or reduced project alternatives to be identified during the course of the study in consultation with County staff. Evaluation of alternatives will be in less detail than that for the proposed project, though the analysis will provide decision-makers and the public adequate information to decide among alternatives. For each of the selected alternatives, each environmental issue area will be briefly evaluated in a qualitative manner to determine whether the alternative would have the potential to result in greater, similar, or reduced environmental impacts when compared to the impacts of the proposed project. Where appropriate and feasible, quantitative comparisons will be provided. The results of the alternatives analysis will be summarized graphically in a comparison matrix. This section will also identify the "environmentally superior alternative." If the No Project Alternative is determined to be environmentally superior, the EIR will identify the environmentally superior alternative among the remaining scenarios.

**Subtask 2.5. Other CEQA-Required Sections.** The EIR will include all other sections required by the State CEQA Guidelines, including growth inducing impacts and irreversible significant effects.

Rincon will provide a digital copy of the Administrative Draft EIR for staff review. Thereafter, key consultant team members will meet with the staff in order to discuss any concerns, modifications, and input to the analysis and proposed mitigation measures. Rincon assumes that all comments will clearly indicate the requested changes. It will be the responsibility of County staff to resolve internal inconsistencies among staff comments.

**Subtask 2.6. References.** Rincon will prepare the References and Report Preparers section of the EIR and will assist County staff with assembly of the administrative record for the project by compiling relevant documents and correspondence from the EIR process. The compiled Administrative Record will be provided in electronic format.

Four hard copies and one electronic copy of the ADEIR will be provided to the County, in accordance with the RFP.

### **Task 3      Draft EIR Preparation and Publication**

This task involves the production, editorial work, and communication processes anticipated to publish the Draft EIR for public review and comment following completion of the revisions to the Administrative Draft EIR. We assume that the County will be responsible for circulating the Draft EIR to commenting agencies and



interested groups or individuals, as well as filing a Notice of Completion with the State Office of Planning and Research.

The project involves actions by other agencies, including approval of the annexation of the project boundaries to the County Service Area 18 for wastewater treatment purposes, and revisions to the Waste Discharge Requirements issued to CSA 18 and the San Luis Country Club for disposal of reclaimed wastewater through irrigation of the San Luis Country Club Golf Course. The project may also require approval of a streambed alteration agreement by the California Department of Fish and Wildlife, for access road and other improvements that may impinge on streambeds.

In addition, we have assumed that the County will give notice to all organizations and individuals who have expressed interest in receiving such notice, and the notice will also be published in a local newspaper. We will provide 15 bound hard copies of the Executive Summary with EIR CDs attached, up to 25 bound copies of the Draft EIR with Appendix/MMRP included on CD, 15 CDs in pdf format (w/ Appendix/MMRP), one CD in original format, one (1) CD in an HTML or searchable pdf format for website use. For the Appendices, we will provide up to three hard copies in three ring binders, one (1) CD in original format, and one (1) CD in an HTML or searchable pdf format for website use. In addition, we will provide a disc, including all references used in drafting of the document, for use as part of the administrative record and in case requested by members of the public during the Draft EIR public comment period.

#### **Task 4 Final EIR Preparation**

The final formal stages of the EIR process involve responding to comments, public hearings, and final publication tasks. Through this process, final changes and policy decisions concerning the project are made. Our work effort regarding this task is delineated below.

**Subtask 4.1. Response to Comments/Administrative Final EIR.** We anticipate having a meeting with County staff immediately following the close of the comment period to discuss the comments received, the implications of these and the general approach to responses. After this meeting, Rincon will submit a digital copy of the draft responses for County review, including any added or substantially revised sections of the Draft EIR that may be necessary. This scope of work assumes that no more than 64 hours of professional time will be required to respond to public comments on the Draft EIR. The final version of the response to comments will be incorporated into the Final EIR. Rincon will provide four hard copies and an electronic copy of the Administrative Final EIR with appendices as CDs.

**Subtask 4.2. Publication of the Final EIR.** After County approval of the EIR, Rincon will provide up to 25 bound copies with Appendix/MMRP included on CD; 15 CDs



in pdf format (w/ Appendix/MMRP), one (1) CD in original format, one (1) CD in an HTML or searchable pdf format for website use (text and graphic files small enough for fast public download times). We will also provide 10 hard copies of the Executive Summary with CDs containing the full EIR. For the appendices, we will provide up to three (3) hard copies in three ring binders, one CD in pdf format, one (1) CD in original format, and one (1) CD in an HTML or searchable pdf format for website use.

**Optional Task A. Mitigation Monitoring and Reporting Program.** As an optional task, Rincon will prepare the Mitigation Monitoring and Reporting Program (MMRP). The MMRP will be provided in a format designed for use by planners or code enforcement officers. Essentially, this plan will take the form of a detailed table that compiles all of the adopted mitigation measures developed within the body of the EIR, as well as information necessary to monitor compliance with each measure. For each mitigation measure, all efforts will be made to incorporate the bulleted items. Mitigation measures will be prefaced with a brief summary title. The program will include:

- Suggested wording as a condition of approval;
- Identification of persons/agencies responsible for monitoring compliance with each condition;
- Timing when monitoring must occur;
- Frequency of monitoring; and
- Criteria to be used to determine compliance with conditions.

**Optional Task B. CEQA Findings.** As an optional task, Rincon will prepare the CEQA findings for the project. CEQA Guidelines §15091 requires that no public agency approve or carry out a project, for which an EIR has been completed and identifies one or more significant effects, unless the public agency prepares findings for each significant effect. The findings will include information related to whether those significant impacts identified in the EIR will be reduced to below a level of significance by mitigation measures identified in the EIR. CEQA Guidelines §15093 requires that when an agency approves a project that will have a significant adverse environmental effect that is unavoidable, the agency must make a Statement of Overriding Considerations. If a significant and unavoidable impact is identified in the EIR, Rincon will prepare the Statement of Overriding Considerations. Rincon will provide an administrative draft of the CEQA findings to the County for review and comment, and then incorporate County comments into a final document. In accordance with the RFP, a budget of 40 staff hours is assumed for preparation of the CEQA findings.



## **Task 5      Project Management/Coordination Meetings and Public Hearings**

The Project Manager will be responsible for coordinating communication and developing a close working relationship with the County project coordinator. This will include participation in monthly conference calls or meetings to discuss the budget, schedule and progress of the project, as well as the provision of a weekly status update via email outlining tasks completed in the last week, upcoming tasks for the coming week, details regarding any communications about the project, and deliverable information (including timeline). Rincon will coordinate with the County project coordinator to determine the appropriateness of including the applicant team at project meetings. Formal letters will be drafted to document matters such as significant project milestones, changes in the schedule or cost, and other major issues of concern.

This task remains in our updated scope of work, but the budget has been reduced by 25% to account for project management tasks that have already been accomplished during work in the Initial Study, Notice of Preparation, and Scoping process.

## **Task 6      Meetings**

Rincon's Project Manager and/or Principal in Charge will attend up to three in-person project meetings, separate from the monthly conference calls or meetings noted in Task 5, throughout the course of the project. These meetings can be scheduled and selected at the County's discretion.

## **Task 7      Public Hearings**

Rincon's Project Manager and/or Principal in Charge will attend up to four public hearings. Attendance will include oral presentations to the hearing body and graphic presentations, if necessary. These hearings can be scheduled and selected at the County's discretion.





## **Technical Issues**

The following environmental issues will be addressed in the EIR. This listing of issues reflects the topics as identified in the County Initial Study for this project:

- Aesthetics
- Agricultural Resources
- Air Quality
- Biology
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Noise
- Population/Housing
- Public Services
- Transportation/Circulation
- Wastewater
- Water & Hydrology
- Land Use

Our approach to each of these technical sections is outlined below.

The only topics considered in the Initial Study, and found not to represent potentially significant impacts, and which do not appear to warrant additional analysis in the EIR are Greenhouse Gas Emissions and Recreation. The EIR will include a brief summary of issues related to these issues, with reference the discussion in the Initial Study.

Potential impacts to water and hydrology were also considered to be less than significant, assuming compliance with applicable County requirements related to stormwater management and other regulations. Since this issue is known to be sensitive in the project vicinity, however, it will be included in the EIR.

### **Aesthetics**

The project site is currently agricultural and implementation of the proposed project would transform about 15 acres of the site to a non-agricultural use. Development of the proposed new residences would be guided by conditions of approval and CC&Rs for height, color, landscaping, and exterior lighting. Height limitations would be provided to control the scale of the proposed homes. The project boundaries extend into an area covered by the Sensitive Resource Area (SRA) combining designation. In this area, the SRA combining designation relates to the visibility of the hillsides from the SR 227 (Broad Street) corridor. For the most part, however, intervening hills block views into the development site from the SR 227 roadway. The project is visible from some short segments of the roadway, and from other publicly accessible points where scenic views may be considered important. The completed project would present views of developed homesites backdropped by the hillsides to the southwest.



The aesthetic assessment will include the following tasks:

- Visually characterize and photo-document the project site and surrounding area
- Review and incorporate the visual simulations, to be provided by the applicant
- Evaluate the consistency of the project with County planning programs and design guidelines
- Discuss the proposed land use changes relative to the current and anticipated future aesthetic character of the project area
- Identify glare and night lighting impacts
- Identify impacts to public view areas
- Discuss any obstructions to public view areas
- Identify measures needed to mitigate significant visual impacts and to help maintain the rural character of the area

### **Agricultural Resources**

The project site contains an active vineyard and these operations are expected to continue on the majority of the site. Much of the soil underlying the site is rated Class II (prime) and the project would convert an estimated 15 acres of the site to a non-agricultural use.

The assessment of agricultural resource impacts would include the following tasks:

- Review existing literature sources to confirm on-site soil conditions and their general suitability to support agricultural activities
- Describe the existing and historical agricultural setting, uses and practices including an emphasis on the unique rainfall, climatic, topographic and vegetative characteristics where agricultural activities are identified
- Contact local agricultural authorities, including the County Agricultural Commissioner's Office, to determine the general long term suitability of the project site for agricultural production
- Identify and describe current and potential future water sources suitable for identified agricultural uses, in close coordination with the Water and Wastewater section
- Evaluate the potential adverse impacts to the agricultural capability of adjacent or nearby lands currently enrolled in the Agricultural Preserve Program and/or under Williamson Act contract
- Evaluate the potential for the direct or indirect loss of agricultural productivity, if any, as a result of the proposed project
- Identify applicable resource policy documents (e.g. Agriculture Element, Rules of Procedure to Implement the California Land Conservation Act of 1965; Coastal LUO and policies)





- Recommend and discuss adequate and feasible mitigation measures, if any, to address significant agricultural resource impacts

## Air Quality

The air quality section will be prepared in accordance with the methodologies outlined in the San Luis Obispo Air Pollution Control District (APCD) guidelines. The section will assess both temporary construction impacts and long-term operational impacts, including consistency with applicable air quality policies. The project may be somewhat inconsistent with goals and policies of the Clean Air Plan that relate to focusing development within existing urban and village areas.

The air quality section will include a detailed discussion of the current air quality setting within the local airshed along with local climatic and air pollution data from local air monitoring stations. Emission factor data, when not identified in the APCD guidelines, will be obtained from EPA AP-42, Compilation of Air Pollutant Emissions Factors, Third Edition, and any updates published by the EPA. The motor vehicle constituents of concern include ROG, NO<sub>x</sub>, CO, and PM<sub>10</sub>. Significance criteria will be based on APCD thresholds.

Although the APCD has not adopted quantitative daily thresholds for construction emissions, standard measures to minimize construction-related impacts will be incorporated. Site preparation, grading, and construction-related air emissions may have a significant short-term effect. This evaluation will include an assessment of dust impacts, as well as emissions associated with heavy construction equipment. Emissions will be estimated using the latest version of the CALEEMOD air quality model. These emissions will be compared to APCD construction thresholds for determination of significance.

Potential long-term emissions associated with the project are primarily a result of increased traffic and/or increased vehicle miles traveled. Mobile emissions will be quantified using the CALEEMOD computer program. Vehicle usage factors to be employed in the analysis will be coordinated with the traffic study based upon the change in vehicle trips and trip lengths associated with buildout of the proposed project, as determined by the traffic analysis. The analysis will include: the number of vehicle trips, types of trips and average speed, and vehicle miles traveled per day.

Consistency of the proposed project with the Clean Air Plan (CAP) will also be analyzed. Where necessary, the EIR will identify measures required to mitigate air quality and/or greenhouse gas impacts identified, such as:

- General transportation measures
- Dust control measures during construction
- Measures to promote alternative trip modes



- Measures to minimize engine idling
- Contributing to off-site mitigation methods

Mitigation measures will be based upon standard mitigation measures as recommended by the APCD.

### **Biological Resources**

It is our understanding that four habitat types are present on-site, including annual grassland (dominated by exotics), coast live oak woodland, willow riparian, and wetland habitat. Sensitive plant species may also be located on-site. Possible project impacts include the loss of oak trees and alteration of an intermittent drainage that would need a crossing to provide access to a proposed residential lot.

An updated biological survey report has been prepared by Althouse and Meade.

A Rincon biologist will prepare the biological resource section of the EIR, which will involve a peer review of the applicant-prepared biological study to confirm the accuracy of the report's findings, supplemented with original research as necessary. Our work program assumes that the study is generally accurate and that only minor clarifications and additions to the analysis will be needed. Our work scope will consist of the following specific tasks:

- Peer review the applicant-prepared study
- Conduct a general biological field survey to confirm the accuracy of the information in the applicant studies (no species-specific surveys or additional wetland delineation work are proposed)
- Assess direct and indirect, short- and long-term impacts to existing biological resources from future development, including, but not limited to: loss of habitat, sedimentation from grading and site preparation efforts, and long-term impacts of increased human activity;
- Consider impacts to listed species and other regulated resources, if any, and discuss role of other regulatory agencies (e.g. USFWS, USACE, CDFW, etc.
- Assess cumulative impacts to biological resources and the project's contribution to those impacts;
- Identify sensitive biological species and habitats on-site (including a site vegetation /habitat map)
- Identify feasible mitigation measures to minimize biological resource impacts

If it is determined that special studies need to be performed prior to on-site grading, the parameters, including timing for these studies, will be identified. Guidelines for building site locations, road alignments and overall project design that could preserve significant resource locations may also be recommended. Habitat



restoration methods and pesticide use restrictions, and other measures will be discussed, if appropriate.

## **Cultural Resources**

A cultural resources survey conducted for the site found no evidence of cultural resources; however, the site is known to contain significant paleontological resources. Our technical approach to the archaeological and paleontological peer reviews is described below. Rincon staff will summarize the findings of the studies in a cultural resources section of the EIR.

Archaeological Resources. Rincon will incorporate the applicant-prepared archaeological study, and the peer review of the study conducted by Mary Maki during the CEQA review of the previous project on the site, into the EIR impact section. A Rincon cultural resources specialist will also review these documents for consistency with current information in the vicinity. An updated archaeological records search will be conducted, and updated cultural resources setting information will be provided. Rincon will also review a 'County's Record Search' of the archaeological report library/GIS layer to be provided by the County. Our scope of work does not include additional archaeological field investigation. Project impacts, if any, will be identified. Mitigation measures to avoid identified resources, and/or the potential disruption of unidentified resources, will be provided as necessary.

Paleontological Resources. Paleo Environmental Associates, Inc. prepared a paleontological resource inventory/impact assessment in support of the EIR for the previous project on the site. This included an archival search conducted at the Natural History Museum of Los Angeles County Vertebrate Paleontology Department and University of California Museum of Paleontology to document the occurrence of any previously recorded vertebrate fossil site in at or near the project site in the rock units exposed in the parcel. A Rincon paleontologist will review the assessment for consistency with current information in the vicinity. The assessment will be incorporated into the EIR impact section. As appropriate, mitigation measures will be developed for any potential impacts to on-site resources.

## **Geology and Soils**

Several potential geotechnical concerns are present on-site, including gentle to steep slopes, soils with high shrink-swell potential, ground surface rupture, and liquefaction hazards. These conditions could affect the proposed residences and infrastructure. In addition, grading needed to accommodate the project could result in increased erosion and sedimentation.

An Engineering Geologic and Geotechnical Feasibility Investigation has been prepared for the proposed development by Geosite, Inc. This report identifies the



presence of landslide deposits and areas with high liquefaction potential, but concludes that development of the project as proposed is feasible from a geotechnical viewpoint. The report also recommends specific additional investigations to develop final recommendations for grading and foundation design for specific subdivision improvements and development on specific lots.

Rincon will incorporate into the EIR the geotechnical and seismic issues of concern. As appropriate, information from the Geosite study will be incorporated into the analysis, supplemented with information from readily available documents, including the County General Plan and Division of Mines and Geology published studies and maps. Mitigation measures may include recommendations for conceptual engineering design solutions, in combination with the requirements of the California Building Code (CBC). Our analysis will also include a peer review of any percolation testing that has been performed on the site, which our proposal assumes will have been conducted by outside parties.

Specifically, this section will include the following tasks:

- Discuss existing geologic conditions (e.g., underlying formations, seismic capabilities, soils, subsurface structure, landforms, etc.).
- Identify potential geologic hazards (e.g., liquefaction, shrink-swell, erosion, slope stability, etc.) and seismic characteristics in the study area.
- Map geologic hazards from background analysis data sources.
- Evaluate the effect of geologic hazards on the proposed project (e.g., liquefaction, erosion, seismic, etc.).
- Identify measures to mitigate specific geologic hazards.

### **Hazards and Hazardous Materials**

The project site is subject to a variety of potential health and safety hazards. Potential hazards on-site include exposure to agricultural pesticides from adjacent vineyard operations, wildland fire, and aircraft accidents. Rincon will provide a description of the existing setting as it relates to potential hazards and hazardous materials. This will include a search of the following databases:

- Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) database
- Geotracker search for leaking underground fuel tanks
- Department of Toxic Substances Control's Envirostor database
- State Water Resources Control Board (SWRCB) solid waste disposal sites, active Cease and Desist Orders (CDOs), and Cleanup and Abatement Orders (CAOs)
- Other databases as appropriate



This section of the EIR will discuss the above hazards and identify applicable regulatory requirements. Specifically, the analysis will:

- Summarize applicable federal, state, and local standards/regulations pertaining to agricultural chemical use, fire safety, and airport safety
- Identify the level of fire hazard present on-site based on contact with local fire protection officials (including wildland fire risks and potential access issues)
- Delineate applicable airport hazard zones relative to the project site, based on information contained in the recently updated Airport Land Use Plan
- Recommend mitigation measures beyond standard safety requirements, as appropriate

## Noise

The project site is adjacent to agricultural operations and is below the flight paths for San Luis Obispo County Regional Airport. Consequently, the project would be subject to these sources of noise. In addition, the proposed project would generate both short and long term noise emissions. Short-term noise sources would be associated with construction activities including onsite grading. Long-term noise impacts would be associated with onsite activities, as well as mobile noise associated with project-related traffic.

This section of the EIR will include a noise survey to establish current ambient noise levels associated with nearby noise sources. Ambient noise measurements will be taken in the field using an ANSI Type II sound level meter. In addition, the area will be examined to identify potential noise sensitive uses that could be adversely affected by project generated traffic or other noise sources. The existing regulatory setting will be described, including federal, state, and local noise requirements. The criteria used to determine the significance of any impacts will be from the County of San Luis Obispo General Plan Noise Element. The Noise section of the EIR will be prepared in accordance with the Guidelines for Noise Study Reports as Part of Environmental Impact Reports issued by the California Department of Health Services, Office of Noise Control.

Operational noise would include the addition of traffic to area roadways. Rincon will estimate existing and future traffic noise levels along up to four roadway segments based upon data from the traffic impact analysis. Traffic noise will be forecast using the Federal Highway Administration Traffic Noise Model® (TNM version 2.5). Traffic generated by the proposed project will be added to the current traffic volumes and the incremental noise level increases will be calculated. Noise exposure from these sources will be assessed in terms of Community Noise Exposure Levels (CNEL). Mitigation requirements will be identified for noise impacted areas.



Specifically, this section will include the following tasks:

- Review the project area to identify potential noise sources that could adversely affect the proposed project and noise-sensitive uses that may be affected by the proposed project
- Discuss County Noise Element policies pertaining to proposed onsite uses and potential noise sensitive uses in the project area and the project's consistency with those policies
- Identify applicable noise contours associated with operations at the County Regional Airport
- Conduct up to four noise measurements to establish baseline noise conditions at the project site and sensitive receptor locations in the project vicinity
- Determine noise levels to which the project would be exposed and comparison to applicable County standards
- Evaluate potential short and long term noise impacts of the project on sensitive uses in the project area (this analysis will include modeling of future traffic volumes to determine if locally adopted noise impact thresholds may be exceeded)
- Identify mitigation measures for identified noise impacts

### **Population and Housing**

The project site is adjacent to the San Luis Obispo Country Club and the Rolling Hills Estates. However, the entire parcel is currently undeveloped agricultural land. The site is not within San Luis Obispo's urban reserve line, nor is it within the Edna Village as described in the San Luis Obispo Area Plan.

The project is expected to require improved fire protection services, such as fire hydrants and road improvements/extensions. These improvements may make further extensions feasible, thus facilitating additional development in the area.

The State CEQA Guidelines specifically discourage speculation about possible impacts that cannot be determined with any degree of certainty. Nevertheless, this section will identify areas where the proposed development and associated infrastructure extensions may remove obstacles to growth and discuss what type of growth could be accommodated by the needed extensions. Mitigation measures may involve designing infrastructure improvements to discourage future extensions and/or limiting the size of infrastructure to serve only the proposed development.

This section will also include an assessment of energy consumption consistent with CEQA Appendix F. This will include the following tasks:





- Identify project features that would promote energy conservation (such as energy efficient buildings, the use of alternative modes of travel, and the incorporation of strong recycling efforts)
- Review and discuss existing regulations and policies (e.g., California Building Structure Code, Title 21, County Conservation and Open Space Element, Housing Element, Green Building ordinance, EnergyWise/Climate Action Plan, etc.)
- Discuss how energy demands could be reduced.
- Compare the project's anticipated energy consumption to the ability of the energy provider to be able to deliver that power.
- Identify and discuss feasible mitigation measures, if any, which could be included in the project to reduce energy consumption and promote energy conservation to the extent feasible.

### **Public Services/Utilities**

The project site is within the service area of the County Sheriff's Department and CDF/County Fire. The nearest sheriff and fire stations are located in San Luis Obispo, about five miles away. The site is located within the jurisdiction of the San Luis Coastal School District.

The proposed project would generate additional population, and extend the response areas for local law enforcement and fire protection agencies. The additional population would also affect local schools, parks, and libraries, and increase demand for solid waste services. For these reasons, the EIR will evaluate the potential impact on the provision of these public services. Water and wastewater services will be discussed in a separate section of the EIR (refer to *Water and Wastewater* discussion, below).

This section will involve contact with local service providers and quantification of existing and projected services levels. Fire protection officials will be contacted to evaluate site design requirements, emergency response times, adequacy of emergency services, fire flow, road width/grade, ingress/egress requirements, and other issues that may have an adverse effect on fire protection capabilities. The discussion of impacts to CDF/County Fire will be coordinated with the discussions of Biological Resources and Hazards. Where necessary, mitigation measures will be developed for all identified impacts. Law enforcement officials will similarly be contacted to identify any special requirements associated expanding service into the project area.

The introduction of new residential uses in the area would generate additional school-aged children and has the potential to adversely affect local schools. The school districts that serve the area will be contacted regarding potential impacts to school capacity and traffic safety impacts.



To assess impacts to solid waste and recycling services, the analysis will include a review of current landfill capacity and a projected future capacity, and a calculation of the potential service demand from implementation of the project, utilizing accepted waste generation factors. Rincon will also review countywide solid waste management plans to identify future solid waste disposal facilities, and discuss recycling efforts and future state requirements. As needed, mitigation will be identified.

Secondary effects associated with the potential extension of new utility lines or construction of new facilities will be examined. Where possible, the significance of these effects will be identified and mitigation measures developed to avoid or minimize environmental effects.

Generation and demand factors will be developed and verified through contact with affected service agencies. The analysis will provide quantification of existing and projected demands as well as a comparison of these demands to the service capabilities. Where service deficiencies are identified, mitigation programs will be developed to avoid or minimize potentially adverse impacts.

This section will not quantify fiscal effects of the project on public services, unless such analysis is available from affected service agencies. The mitigation discussions will describe existing fee programs that are in place to offset public services impacts. The impact analysis will examine both project specific and cumulative project impacts.

### **Transportation and Circulation**

An updated traffic study has been prepared by Associated Transportation Engineers for the proposed development. Kittelson and Associates (KAI) will conduct a peer review of a traffic impact analysis to be prepared by Associated Transportation Engineers, Inc. (ATE). Rincon will incorporate the peer reviewed traffic impact analysis into the EIR impact section. This scope of work assumes that the traffic impact analysis will contain an evaluation of project impacts on study area roadway segments and intersections under both existing + project and cumulative + project conditions, as well as impacts related to overall vehicle miles traveled generated by the project. Impacts will be described and mitigation measures will be identified as necessary.

For the peer review assessment, KAI will review all analysis assumptions and chosen methodologies for assessing the potential for significant impacts on transportation facilities that would result from the proposed project. KAI will also determine whether the analysis was performed consistent with the County of San Luis Obispo and other jurisdictions traffic impact standards as applicable. All quantitative evaluations will be checked for local intersections and roadway





segments, and qualitative assessments checked for transit, pedestrian, bicyclist, emergency vehicle, parking, and construction conditions. KAI will assess the appropriateness of the baseline roadway and land use assumptions under Cumulative and Cumulative plus Project conditions. Application of the travel demand model will be reviewed as well as the project specific trip distribution assumptions. All impact fair share calculations will be reviewed for accuracy. Per SB 743, VMT metrics will be reviewed for relative to model behavior and whether the chosen metrics provide the appropriate level of sensitivity to properly characterize the vehicle activity anticipated from the project (e.g., induced VMT). Per capita VMT metrics, if used, will also be reviewed to ensure that normalizing for project size does not mask potential impacts. The peer review results of these analyses will be summarized into a draft technical memorandum that will be submitted to and reviewed by Rincon and County staff. Upon review, KAI will finalize the technical memorandum for final submittal to the County.

### **Wastewater**

The proposed project would increase demand for water and would generate an increase of wastewater that would require treatment. The project would use a combination of sewer service (via annexation to County Service Area 18) and an on-site septic system for wastewater disposal.

The analysis will consider the feasibility of septic system use and long-term potential to annex into the sewer district. The proposal for CSA 18 to provide wastewater treatment will be evaluated, including a discussion of the current status of CSA 18 operations, and any requirements identified by the County regarding necessary improvements to the collection, treatment, and discharge system. The analysis of water quality and septic system issues will not be an engineering level design study, but rather will serve as a study to confirm the feasibility of connecting to the CSA 18 system and using septic systems where proposed.

The analysis of wastewater issues will include the following specific tasks:

- Review applicant-prepared studies relating to wastewater treatment and septic system feasibility.
- Consult with appropriate oversight agencies, including specific consultation with CSA 18 staff regarding proposed project impacts, wastewater treatment, and septic system feasibility issues.
- Preparation of the EIR section on Wastewater

### **Water and Hydrology**

The applicant is proposing to connect to a community water supplier (Golden State Water Company) for domestic water use, and to use on-site wells for agricultural use



and outdoor landscaping. A will serve letter has been provided by Golden State Water Company.

Water quality will be addressed qualitatively. Existing ordinances to protect surface water quality will be summarized, and mitigation incorporating Low Impact Development measures into the project drainage plan will be applied. This section will include a discussion of both the National Pollution Discharge Elimination System (NPDES) general construction permit and the County's Grading and Stormwater regulations and their applicability to the proposed project. If significant water quality impacts are identified, mitigation measures will be identified to reduce or avoid such impacts, based on the applicable programs and regulations.

Golden State Water serves the project area and surrounding lands within its Edna Unit, which is domestic water system number CA4010023 regulated by the State of California. Service details and capacity of this system will be described based on publicly available information, and with consultations with Golden State Water representatives. Golden State Water obtains its water for this area from two existing wells located to the south of the Los Ranchos or old Country Club neighborhoods. The general relationship between groundwater in this area and groundwater in the project vicinity and Davenport Creek area will be described. It is expected that this discussion will result in the conclusion that water supply by Golden State Water would not have any significant impacts on groundwater supplies or uses in nearby areas.

The potential for flooding will be addressed through reference to mapping obtained from the Federal Emergency Management Agency or flood mapping information from the County.

## **Land Use**

This section will include two separate, but related discussions: (1) land use compatibility; and (2) consistency with applicable land use policies.

The land use compatibility discussion will serve as a summary of the environmental issues discussed in detail elsewhere in the EIR. This is because planning policy statements are commonly intended to lead the planner to areas of technical inquiry to establish a finding. Many land use compatibility issues are directly related to other environmental issues. Biotic and natural resources, agriculture, traffic, noise (including noise related to aircraft operations), light and glare, air quality (localized fumes), and aesthetics all enter into land use compatibility discussions. Therefore, this analysis serves to re-focus the discussion into a planning perspective. Potential areas of impact include the adjacency of the project to agricultural uses and the change in visual conditions on-site.



The policy consistency analysis will involve a review of the project against the various regulatory documents adopted by the County. This will include review of the adopted policies of the San Luis Obispo Area Plan, the County's Land Use Ordinance (Title 22), Conservation Element, San Luis Obispo County Framework for Planning, any special design review requirements, and other County policy documents. The Land Use section will address the proposed expansion of the Los Ranchos/Edna Village Reserve Line (VRL).

The land use and policy consistency analysis will be supplemented with graphics, illustrating the existing land use pattern, the land use regulatory and jurisdictional pattern. Mitigation measures may include siting recommendations, buffer systems or other controls, design recommendations, and use limitations.

### **Effects Found Not to Be Significant**

Only two topics addressed in the Initial Study was found not to involve potentially significant impacts: Greenhouse Gas Emissions and Recreation. The EIR will include a brief discussion of these topics, with reference to the material in the Initial Study. A brief discussion of the GHG emissions regulatory setting will be provided. Short-term construction and long-term operational GHG emissions will be quantified using the CalEEMod emissions model and compared to applicable screening thresholds of significance.

### **FEE ESTIMATE AND SCHEDULE**

Rincon Consultants will prepare the Jack Ranch Agricultural Cluster Subdivision Project EIR for the County of San Luis Obispo, in accordance with our proposed scope of services, for an estimated fee of \$108,799. The following table provides a breakdown of costs by major work item. Note that this budget includes anticipated staff meetings and public hearings, but these are budgeted separately and would be charged on a time and materials basis. The proposed budget does not include preparation of a Mitigation Monitoring and Reporting Plan or preparation of CEQA Findings that may be necessary for project approval.

It is our understanding that approximately \$57,000 remains in the environmental review account from the previous version of the project, and that the County will obtain the additional \$51,799 from the applicant to provide funds consistent with this updated budget. If you would like Rincon to prepare the Mitigation Monitoring and Reporting Program, the estimated fee would be \$2,510. If you would like Rincon to prepare CEQA Findings, the estimated fee would be \$6,200.



County of San Luis Obispo  
Jack Ranch Agricultural Cluster Subdivision EIR

Cost Estimate

7/19/2016

| Tasks (Base Fee)   | Cost            | Rincon<br>Labor<br>Hours | Rincon Consultants         |                            |                           |                       |                           |                               |
|--|-----------------|--------------------------|----------------------------|----------------------------|---------------------------|-----------------------|---------------------------|-------------------------------|
|  |                 |                          | Principal II<br>\$215/hour | Sr. Prof. II<br>\$145/hour | Sr. Prof. I<br>\$125/hour | Prof. II<br>\$95/hour | GIS/CADD II<br>\$100/hour | Clerical/Admin I<br>\$65/hour |
| <b>1. Project Initiation</b>   |                 |                          |                            |                            |                           |                       |                           |                               |
| 1.1 Kickoff Meeting  | \$0             | 0                        |                            |                            |                           |                       |                           |                               |
| 1.2 Project Description and EIR Outline                              | \$0             | 0                        |                            |                            |                           |                       |                           |                               |
| 1.3 Notice of Preparation  | \$0             | 0                        |                            |                            |                           |                       |                           |                               |
| 1.4 AB 52 Consultation Assistance                                    | \$0             | 0                        |                            |                            |                           |                       |                           |                               |
| 1.5 Scoping Meeting  | \$0             | 0                        |                            |                            |                           |                       |                           |                               |
| <b>2. Administrative Draft EIR</b>                                   |                 |                          |                            |                            |                           |                       |                           |                               |
| 2.1 Executive Summary  | \$1,850         | 18                       | 1                          | 2                          |                           | 10                    | 2                         | 3                             |
| 2.2 Introduction and Environmental Setting                           | \$1,430         | 12                       | 1                          | 4                          |                           | 6                     |                           | 1                             |
| 2.3 Environmental Impacts and Mitigation Measures                    |                 |                          |                            |                            |                           |                       |                           |                               |
| Aesthetics   | \$4,735         | 43                       | 2                          | 8                          |                           | 24                    | 8                         | 1                             |
| Agricultural Resources   | \$2,815         | 23                       | 2                          | 8                          |                           | 8                     | 4                         | 1                             |
| Air Quality  | \$3,815         | 35                       | 2                          | 2                          | 6                         | 24                    |                           | 1                             |
| Biological Resources   | \$5,795         | 47                       | 6                          | 6                          | 10                        | 16                    | 8                         | 1                             |
| Cultural Resources   | \$2,200         | 20                       | 1                          | 4                          |                           | 12                    | 2                         | 1                             |
| Geology and Soils  | \$2,615         | 23                       | 2                          | 4                          |                           | 12                    | 4                         | 1                             |
| Hazards and Hazardous Materials                                      | \$2,100         | 20                       | 1                          | 2                          |                           | 14                    | 2                         | 1                             |
| Noise  | \$3,695         | 33                       | 2                          | 4                          | 4                         | 16                    | 6                         | 1                             |
| Population and Housing   | \$1,340         | 12                       | 1                          | 2                          |                           | 6                     | 2                         | 1                             |
| Public Services  | \$2,795         | 25                       | 2                          | 4                          |                           | 16                    | 2                         | 1                             |
| Transportation and Circulation (Rincon labor only)                   | \$2,435         | 21                       | 2                          | 4                          |                           | 8                     | 6                         | 1                             |
| Wastewater   | \$2,730         | 22                       | 2                          | 8                          |                           | 12                    |                           |                               |
| Water & Hydrology  | \$4,365         | 37                       | 4                          | 8                          |                           | 24                    |                           | 1                             |
| Land Use   | \$2,530         | 22                       | 2                          | 4                          |                           | 16                    |                           |                               |
| Effects Found Not to Be Significant (incl. Greenhouse Gas Emissions) | \$1,385         | 11                       | 1                          | 2                          | 4                         | 4                     |                           | 0                             |
| 2.4 Alternatives (4)   | \$6,045         | 49                       | 4                          | 16                         | 4                         | 20                    | 4                         | 1                             |
| 2.5 Other CEQA   | \$1,140         | 10                       | 1                          | 2                          |                           | 6                     |                           | 1                             |
| 2.6 References (including copies for Administrative Record)          | \$1,555         | 13                       | 1                          | 4                          | 2                         | 4                     |                           | 2                             |
| <b>3. Draft EIR Preparation and Publication</b>                      | \$7,240         | 60                       | 6                          | 16                         | 4                         | 26                    | 4                         | 4                             |
| <b>4. Final EIR Preparation</b>                                      |                 |                          |                            |                            |                           |                       |                           |                               |
| 4.1 Response to Comments/Administrative Final SEIR                   | \$7,690         | 64                       | 6                          | 20                         | 4                         | 24                    | 2                         | 8                             |
| 4.2 Publication of the Final EIR                                     | \$2,750         | 22                       | 4                          | 6                          |                           | 8                     |                           | 4                             |
| <b>5. Project Management/Coordination</b>                            | \$6,480         | 42                       | 9                          | 30                         |                           |                       |                           | 3                             |
| Subtotal Labor (Base Fee):   | \$81,530        | 684                      | 65                         | 170                        | 38                        | 316                   | 56                        | 39                            |
| <b>Additional Costs (Base Fee)</b>                                   |                 |                          |                            |                            |                           |                       |                           |                               |
| Kittelson & Associates - Traffic Study Peer Review                   | \$5,000         |                          |                            |                            |                           |                       |                           |                               |
| Records Search Fees  | \$300           |                          |                            |                            |                           |                       |                           |                               |
| Supplies and Miscellaneous Expenses                                  | \$2,530         |                          |                            |                            |                           |                       |                           |                               |
| General & Administrative   | \$1,174         |                          |                            |                            |                           |                       |                           |                               |
| Subtotal Additional Costs (Base Fee):                                | \$9,004         |                          |                            |                            |                           |                       |                           |                               |
| <b>TOTAL LABOR + ADDITIONAL COSTS (Base Fee)</b>                     | <b>\$90,534</b> |                          |                            |                            |                           |                       |                           |                               |

| Tasks (Time and Materials)                                 | Cost            | Rincon<br>Labor<br>Hours | Rincon Consultants         |                            |                           |                             |                          |                                |
|--|-----------------|--------------------------|----------------------------|----------------------------|---------------------------|-----------------------------|--------------------------|--------------------------------|
|  |                 |                          | Principal II<br>\$210/hour | Sr. Staff II<br>\$140/hour | Sr. Staff I<br>\$125/hour | Prof. Staff II<br>\$95/hour | GIS/CADD II<br>\$95/hour | Clerical/Admin II<br>\$70/hour |
| <b>6. Meetings (3)</b>                                     | \$4,170         | 30                       | 6                          | 12                         |                           | 12                          |                          |                                |
| <b>7. Hearings (4)</b>                                     | \$6,850         | 50                       | 8                          | 24                         |                           | 16                          |                          | 2                              |
| Subtotal Labor (Time and Materials):                       | \$11,020        | 80                       | 14                         | 36                         | 0                         | 28                          | 0                        | 2                              |
| <b>Additional Costs</b>                                    |                 |                          |                            |                            |                           |                             |                          |                                |
| Reproduction   |                 |                          |                            |                            |                           |                             |                          |                                |
| Administrative Draft EIR                                   |                 |                          |                            |                            |                           |                             |                          |                                |
| 4 copies, 1 CD   | \$355           |                          |                            |                            |                           |                             |                          |                                |
| Draft EIR  |                 |                          |                            |                            |                           |                             |                          |                                |
| 15 Executive Summaries                                     | \$225           |                          |                            |                            |                           |                             |                          |                                |
| 25 copies, 15 CDs  | \$2,850         |                          |                            |                            |                           |                             |                          |                                |
| 3 copies of Appendices, 2 CDs                              | \$225           |                          |                            |                            |                           |                             |                          |                                |
| 1 References CD  | \$15            |                          |                            |                            |                           |                             |                          |                                |
| Administrative Final EIR                                   |                 |                          |                            |                            |                           |                             |                          |                                |
| 4 copies, 1 CD   | \$475           |                          |                            |                            |                           |                             |                          |                                |
| Final EIR  |                 |                          |                            |                            |                           |                             |                          |                                |
| 25 copies, 15 CDs  | \$3,100         |                          |                            |                            |                           |                             |                          |                                |
| 10 copies Executive Summary, 15 CDs                        | \$375           |                          |                            |                            |                           |                             |                          |                                |
| 3 copies of Appendices, 3 CDs                              | \$240           |                          |                            |                            |                           |                             |                          |                                |
| Subtotal Additional Costs (Time and Materials):            | \$7,245         |                          |                            |                            |                           |                             |                          |                                |
| <b>TOTAL LABOR + ADDITIONAL COSTS (Time and Materials)</b> | <b>\$18,265</b> |                          |                            |                            |                           |                             |                          |                                |

|  |                  |
|--|------------------|
| <b>TOTAL (BASE FEE + TIME AND MATERIALS FEE)</b> | <b>\$108,799</b> |
|--|------------------|

|   |         |
|---|---------|
| <b>Optional Tasks</b>                                     |         |
| A. Mitigation Monitoring and Reporting Program (Optional) | \$2,510 |
| B. CEQA Findings (Optional)                               | \$6,200 |



All aspects of this proposed scope of services and associated costs are fully negotiable to meet the needs of the County of San Luis Obispo. Additional work not included within our proposed work program will be completed only upon written County authorization on a time-and-materials basis in accordance with our standard fee schedule, included as an attachment to this proposal.

Rincon proposes to adhere to a schedule that allows the Draft EIR to be circulated within about 14 weeks of your authorization to proceed based on this updated proposal. Based on this schedule, we expect the EIR process to be concluded within approximately 6 months. Upon your authorization to proceed, we will prepare a calendar schedule to provide specific dates for this work

Project initiation tasks have already been completed, through preparation of an Initial Study, Notice of Preparation and scoping meeting. The following paragraphs describe the time periods anticipated for the remaining major tasks.

**Administrative Draft EIR:** The Administrative Draft EIR will be completed within eight weeks of County approval of this revised proposal.

**Draft EIR:** Assuming that the County will deliver comments on the Administrative Draft EIR within three weeks, Rincon will produce the Draft EIR within three weeks of receipt of staff comments. This schedule assumes that County comments are coordinated into a single consistent set of comments and that no new substantial analysis will be needed as a result.

Due to the involvement of approvals by state agencies, the public review for this project is expected to be 45 days.

**Response to Comments/Administrative Final EIR:** Within three weeks of the close of the Draft EIR circulation period and receipt of all written and oral comments, Rincon will deliver a draft Response to Comments report. Together with any changes that might be required to the Draft EIR, this will constitute the Administrative Final EIR for County staff review.

**Final EIR:** We assume the County will provide comments and revisions for the Final EIR within two weeks, and Rincon will deliver the Final EIR two weeks after that receipt.

Adhering to this schedule, the EIR will be prepared, reviewed by the public and decision-makers, and could be certified within about 9 months. The ability to meet this schedule depends on the level of public comment, the number of public hearings needed, timely receipt of technical information, and staff's direction on addressing unanticipated issues that may arise during the process.



We appreciate your consideration of Rincon Consultants, Inc. to prepare this scope of work for the Jack Ranch Agricultural Cluster Subdivision Project EIR and welcome the opportunity to further discuss our proposal with you.

Sincerely,

**RINCON CONSULTANTS, INC.**

Richard Daulton, MURP  
Principal

Att: Fee Schedule



## RINCON CONSULTANTS, INC.

### Standard Fee Schedule for Environmental Sciences and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as outlined under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

| Professional, Technical, and Support Personnel* | Rate        |
|---|-------------|
| Principal II                                    | \$ 215/hour |
| Principal I                                     | \$ 195/hour |
| Senior Supervisor II                            | \$ 175/hour |
| Supervisor I                                    | \$ 165/hour |
| Senior Professional II                          | \$ 145/hour |
| Senior Professional I                           | \$ 125/hour |
| Professional IV                                 | \$ 120/hour |
| Professional III                                | \$ 110/hour |
| Professional II                                 | \$ 95/hour  |
| Professional I                                  | \$ 85/hour  |
| Environmental Technician/Field Aide             | \$ 75/hour  |
| Senior GIS Specialist                           | \$ 115/hour |
| GIS/CADD Specialist II                          | \$ 100/hour |
| GIS/CADD Specialist I                           | \$ 90/hour  |
| Graphic Designer                                | \$ 85/hour  |
| Technical Editor                                | \$ 95/hour  |
| Clerical/Administrative Assistant II            | \$ 75/hour  |
| Clerical/Administrative Assistant I             | \$ 65/hour  |

\*Professionals include environmental scientists, urban planners, biologists, geologists, and cultural resources experts

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$295/hour.

#### Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"×17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

#### Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.
2. Vehicle use in company-owned vehicles will be billed at a day rate of \$85/day for regular terrain vehicle use and \$135 per day for 4-WD off-road vehicle use, plus \$0.85/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.85/mile will be charged. Rental vehicles will be billed at cost plus 15%.





# RINCON CONSULTANTS, INC.

## Equipment Schedule for Environmental Sciences and Planning Services

| Equipment   | Rate          | Unit           |
|---|---------------|----------------|
| <b>Environmental Site Assessment</b>  |               |                |
| Bailer  | \$ 25         | Day            |
| Brass Sample Sleeves  | \$ 10         | Each           |
| DC Purge Pump   | \$ 35         | Day            |
| Disposable Bailer   | \$ 20         | Each           |
| Flame Ionization Detector   | \$ 200        | Day            |
| Four Gas Monitor  | \$ 120        | Day            |
| Hand Auger Sampler  | \$ 55         | Day            |
| Level C Health and Safety   | \$ 60         | Person per day |
| Oil-Water Interface Probe   | \$ 85         | Day            |
| Photo-Ionization Detector   | \$ 120        | Day            |
| Soil Vapor Extraction Monitoring Equipment  | \$ 140        | Day            |
| Water Level Indicator   | \$ 35         | Day            |
| <b>Water Resources</b>  |               |                |
| Dissolved Oxygen Meter  | \$ 45         | Day            |
| Refractometer (salinity)  | \$ 30         | Day            |
| Sterilized Sample Jar   | \$ 5          | Each           |
| Temp-pH-Conductivity Meter  | \$ 50         | Day            |
| Turbidity Meter   | \$ 30         | Day            |
| <b>Natural Resources Field Equipment</b>  |               |                |
| Fiberoptic Scope  | \$ 90         | Day            |
| Infrared Sensor Digital Camera  | \$ 50         | Day            |
| Field Equipment Package, amphibian survey (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)                              | \$ 150        | Day            |
| Field Equipment Package, construction monitoring (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)                       | \$ 95         | Day            |
| Field Equipment Package, standard (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)                                      | \$ 45         | Day            |
| Field Equipment Package, remote (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone) | \$ 125        | Day            |
| Laser Rangefinder/Altitude  | \$ 10         | Day            |
| Mammal trap, large / small  | \$1.50 /      | Each per trap  |
| Minnow trap   | \$ 85         | Each per job   |
| Net, hand / large seine   | \$ 10 / \$ 50 | Day            |
| Pettersson Bat Ultrasound Detector/Recording Equipment  | \$ 150        | Job            |
| Pit-fall Trap   | \$ 5          | Each per trap  |
| Scent Station   | \$ 20         | Station        |
| Spotlight   | \$ 5          | Day            |
| Trimble® GPS (submeter accuracy)  | \$ 190        | Job            |
| Spotting Scope  | \$ 150        | Job            |
| <b>Multi-Services Field Equipment</b>   |               |                |
| Anemometer  | \$ 5          | Day            |
| Computer Field Equipment  | \$ 45         | Day            |
| GPS unit, standard field  | \$ 10         | Day            |
| Sound Level Meter   | \$ 75         | Day            |





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July 19, 2016  
Project 15-01566

Stephanie Fuhs, Planner  
Department of Planning and Building  
San Luis Obispo County  
County Government Center Room 310  
San Luis Obispo, California 93408

**Subject: Jack Ranch Agricultural Cluster Subdivision Project EIR  
Update for Scope of Work and Fee Estimate**

Dear Ms. Fuhs:

Based on the work that has been performed to date for the Environmental Impact Report (EIR) for Jack Ranch Agricultural Cluster Subdivision Project, and on the current revisions to the project and interpretation by the Department of Planning and Building that 13 lots are allowable on the property as an Agricultural Cluster Subdivision, Rincon Consultants, Inc. is submitting this revised scope of work and cost estimate to compete the EIR for the project.

Changes from our June 2015 proposal for this work are as follows:

- Minor re-organization of issues to reflect the topics and issues as presented in the Initial Study
- Minor updates to tasks to reflect receipt of recent studies provided by the applicant
- A general reduction in effort related to some issues (mainly aesthetics and water quality) based on results from the Initial Study and other work performed since our earlier proposal

Portions of the Administrative Draft EIR prepared for the previous version of the project may remain applicable to the current project, and will be used to the extent practicable. However, due to the amount of time that has passed since the previous ADEIR was prepared, the changes to the project, availability of new technical information, and changes to the CEQA Guidelines and standard industry practice, our proposed scope of work assumes that substantially updated analysis will be required.

The scope of work outlined in this proposal will be overseen by Richard Daulton, MURP, Principal and Manager of our San Luis Obispo office. The project will be managed by John Larson, Senior Project Manager.



## **SCOPE OF WORK**

### **Task 1 Project Initiation**

**Subtasks 1.1, 1.2, 1.3 and 1.5 of the scope of work have been completed.**

**Subtask 1.4. AB 52 Consultation Assistance.** This task has been authorized, but not yet completed. This will be completed with no additional budget. The description from our June 10, 2015 proposal is as follows:

Rincon will assist the County of San Luis Obispo with Native American government-to-government consultation in accordance with Assembly Bill (AB) 52 (Gatto, 2014). We understand the project does not require a general or specific plan enactment or amendment, or a zone change, and therefore do not believe the project requires compliance with Senate Bill 18 (California Public Resources Code § 65351 – 65352). As such, we understand the project does not require preparation of a Native American Heritage Commission (NAHC) Sacred Lands File search. If Native American tribal contacts request consultation with the County in accordance with AB 52, Rincon will provide the County with draft letters to put on County letterhead, and a tracking sheet and instructions for successful AB 52 consultation. If the County would like Rincon to participate in further AB 52 consultation or attend any meetings, a budget augment would be requested.

### **Task 2 Administrative Draft EIR**

The EIR will be prepared in accordance with the State CEQA Guidelines, which set the standards for adequacy of an EIR. Specifically, the State CEQA Guidelines declare that:

*An EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible.*

The analysis will rely on available technical reports to streamline the analytical effort. The overall approach to the analysis will be to verify and utilize existing data, supplemented where necessary with new information or modeling.

The Project Manager will continue to be John Larson, and the Principal-in-Charge will continue to be Richard Daulton, both in the Rincon San Luis Obispo office.



Quality Assurance/Quality Control procedures, management procedures, and other senior level staff will remain as described in our June 10, 2015 proposal letter.

**Subtask 2.1. Executive Summary.** Rincon will prepare a summary of the proposed project and associated environmental consequences. This information will be presented in tabular format to simplify review by decision-makers and the general public. This section will summarize project impacts and proposed mitigation measures. The summary will also note areas of known controversy and will summarize the alternatives reviewed and their associated impacts. The summary will also identify the environmentally superior alternative and rationale for its selection as such.

**Subtask 2.2. Introduction and Environmental Setting.** Rincon will prepare an Introduction and Environmental Setting for inclusion in the EIR. The environmental setting will provide a general description of the project vicinity, including its geographic extent, climatic conditions and demographic conditions. The environmental setting will also describe our approach to and basis for the cumulative impact analysis.

**Subtask 2.3. Environmental Impacts and Mitigation Measures.** Each environmental issue addressed in the EIR will have four main subsections:

- Setting;
- Impact analysis;
- Mitigation measures; and
- Level of significance after mitigation.

Where possible, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts. Cumulative impacts will be discussed within this analysis, but at a lesser level of detail than the project-specific impacts. All mitigation measures will be compared to existing regulations, and where the existing regulation is determined to be adequate to reduce the identified impact, the existing regulations will be cited. All mitigation measures will be presented in wording that can be directly applied to either the proposed project, and will include monitoring requirements. All impacts will be classified as Class I, Class II, Class III or Class IV, and the significance remaining after mitigation discussion will identify the effectiveness of the mitigation measures and monitoring procedures. This will include a discussion of conditions that may trigger future environmental review, consistent with State CEQA Guidelines Section 15183.

As each impact analysis section is prepared, Rincon will compile source reports and other data for inclusion in the administrative record.



**Subtask 2.4. Alternatives.** Up to four (4) alternatives will be identified and analyzed. This will include two versions of the required No Project Alternative (a no growth/no development alternative and an alternative that considers buildout in accordance with existing zoning); and two design or reduced project alternatives to be identified during the course of the study in consultation with County staff. Evaluation of alternatives will be in less detail than that for the proposed project, though the analysis will provide decision-makers and the public adequate information to decide among alternatives. For each of the selected alternatives, each environmental issue area will be briefly evaluated in a qualitative manner to determine whether the alternative would have the potential to result in greater, similar, or reduced environmental impacts when compared to the impacts of the proposed project. Where appropriate and feasible, quantitative comparisons will be provided. The results of the alternatives analysis will be summarized graphically in a comparison matrix. This section will also identify the "environmentally superior alternative." If the No Project Alternative is determined to be environmentally superior, the EIR will identify the environmentally superior alternative among the remaining scenarios.

**Subtask 2.5. Other CEQA-Required Sections.** The EIR will include all other sections required by the State CEQA Guidelines, including growth inducing impacts and irreversible significant effects.

Rincon will provide a digital copy of the Administrative Draft EIR for staff review. Thereafter, key consultant team members will meet with the staff in order to discuss any concerns, modifications, and input to the analysis and proposed mitigation measures. Rincon assumes that all comments will clearly indicate the requested changes. It will be the responsibility of County staff to resolve internal inconsistencies among staff comments.

**Subtask 2.6. References.** Rincon will prepare the References and Report Preparers section of the EIR and will assist County staff with assembly of the administrative record for the project by compiling relevant documents and correspondence from the EIR process. The compiled Administrative Record will be provided in electronic format.

Four hard copies and one electronic copy of the ADEIR will be provided to the County, in accordance with the RFP.

### **Task 3      Draft EIR Preparation and Publication**

This task involves the production, editorial work, and communication processes anticipated to publish the Draft EIR for public review and comment following completion of the revisions to the Administrative Draft EIR. We assume that the County will be responsible for circulating the Draft EIR to commenting agencies and



interested groups or individuals, as well as filing a Notice of Completion with the State Office of Planning and Research.

The project involves actions by other agencies, including approval of the annexation of the project boundaries to the County Service Area 18 for wastewater treatment purposes, and revisions to the Waste Discharge Requirements issued to CSA 18 and the San Luis Country Club for disposal of reclaimed wastewater through irrigation of the San Luis Country Club Golf Course. The project may also require approval of a streambed alteration agreement by the California Department of Fish and Wildlife, for access road and other improvements that may impinge on streambeds.

In addition, we have assumed that the County will give notice to all organizations and individuals who have expressed interest in receiving such notice, and the notice will also be published in a local newspaper. We will provide 15 bound hard copies of the Executive Summary with EIR CDs attached, up to 25 bound copies of the Draft EIR with Appendix/MMRP included on CD, 15 CDs in pdf format (w/ Appendix/MMRP), one CD in original format, one (1) CD in an HTML or searchable pdf format for website use. For the Appendices, we will provide up to three hard copies in three ring binders, one (1) CD in original format, and one (1) CD in an HTML or searchable pdf format for website use. In addition, we will provide a disc, including all references used in drafting of the document, for use as part of the administrative record and in case requested by members of the public during the Draft EIR public comment period.

#### **Task 4 Final EIR Preparation**

The final formal stages of the EIR process involve responding to comments, public hearings, and final publication tasks. Through this process, final changes and policy decisions concerning the project are made. Our work effort regarding this task is delineated below.

**Subtask 4.1. Response to Comments/Administrative Final EIR.** We anticipate having a meeting with County staff immediately following the close of the comment period to discuss the comments received, the implications of these and the general approach to responses. After this meeting, Rincon will submit a digital copy of the draft responses for County review, including any added or substantially revised sections of the Draft EIR that may be necessary. This scope of work assumes that no more than 64 hours of professional time will be required to respond to public comments on the Draft EIR. The final version of the response to comments will be incorporated into the Final EIR. Rincon will provide four hard copies and an electronic copy of the Administrative Final EIR with appendices as CDs.

**Subtask 4.2. Publication of the Final EIR.** After County approval of the EIR, Rincon will provide up to 25 bound copies with Appendix/MMRP included on CD; 15 CDs



in pdf format (w/ Appendix/MMRP), one (1) CD in original format, one (1) CD in an HTML or searchable pdf format for website use (text and graphic files small enough for fast public download times). We will also provide 10 hard copies of the Executive Summary with CDs containing the full EIR. For the appendices, we will provide up to three (3) hard copies in three ring binders, one CD in pdf format, one (1) CD in original format, and one (1) CD in an HTML or searchable pdf format for website use.

**Optional Task A. Mitigation Monitoring and Reporting Program.** As an optional task, Rincon will prepare the Mitigation Monitoring and Reporting Program (MMRP). The MMRP will be provided in a format designed for use by planners or code enforcement officers. Essentially, this plan will take the form of a detailed table that compiles all of the adopted mitigation measures developed within the body of the EIR, as well as information necessary to monitor compliance with each measure. For each mitigation measure, all efforts will be made to incorporate the bulleted items. Mitigation measures will be prefaced with a brief summary title. The program will include:

- Suggested wording as a condition of approval;
- Identification of persons/agencies responsible for monitoring compliance with each condition;
- Timing when monitoring must occur;
- Frequency of monitoring; and
- Criteria to be used to determine compliance with conditions.

**Optional Task B. CEQA Findings.** As an optional task, Rincon will prepare the CEQA findings for the project. CEQA Guidelines §15091 requires that no public agency approve or carry out a project, for which an EIR has been completed and identifies one or more significant effects, unless the public agency prepares findings for each significant effect. The findings will include information related to whether those significant impacts identified in the EIR will be reduced to below a level of significance by mitigation measures identified in the EIR. CEQA Guidelines §15093 requires that when an agency approves a project that will have a significant adverse environmental effect that is unavoidable, the agency must make a Statement of Overriding Considerations. If a significant and unavoidable impact is identified in the EIR, Rincon will prepare the Statement of Overriding Considerations. Rincon will provide an administrative draft of the CEQA findings to the County for review and comment, and then incorporate County comments into a final document. In accordance with the RFP, a budget of 40 staff hours is assumed for preparation of the CEQA findings.





## **Task 5      Project Management/Coordination Meetings and Public Hearings**

The Project Manager will be responsible for coordinating communication and developing a close working relationship with the County project coordinator. This will include participation in monthly conference calls or meetings to discuss the budget, schedule and progress of the project, as well as the provision of a weekly status update via email outlining tasks completed in the last week, upcoming tasks for the coming week, details regarding any communications about the project, and deliverable information (including timeline). Rincon will coordinate with the County project coordinator to determine the appropriateness of including the applicant team at project meetings. Formal letters will be drafted to document matters such as significant project milestones, changes in the schedule or cost, and other major issues of concern.

This task remains in our updated scope of work, but the budget has been reduced by 25% to account for project management tasks that have already been accomplished during work in the Initial Study, Notice of Preparation, and Scoping process.

## **Task 6      Meetings**

Rincon's Project Manager and/or Principal in Charge will attend up to three in-person project meetings, separate from the monthly conference calls or meetings noted in Task 5, throughout the course of the project. These meetings can be scheduled and selected at the County's discretion.

## **Task 7      Public Hearings**

Rincon's Project Manager and/or Principal in Charge will attend up to four public hearings. Attendance will include oral presentations to the hearing body and graphic presentations, if necessary. These hearings can be scheduled and selected at the County's discretion.



## **Technical Issues**

The following environmental issues will be addressed in the EIR. This listing of issues reflects the topics as identified in the County Initial Study for this project:

- Aesthetics
- Agricultural Resources
- Air Quality
- Biology
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Noise
- Population/Housing
- Public Services
- Transportation/Circulation
- Wastewater
- Water & Hydrology
- Land Use

Our approach to each of these technical sections is outlined below.

The only topics considered in the Initial Study, and found not to represent potentially significant impacts, and which do not appear to warrant additional analysis in the EIR are Greenhouse Gas Emissions and Recreation. The EIR will include a brief summary of issues related to these issues, with reference the discussion in the Initial Study.

Potential impacts to water and hydrology were also considered to be less than significant, assuming compliance with applicable County requirements related to stormwater management and other regulations. Since this issue is known to be sensitive in the project vicinity, however, it will be included in the EIR.

### **Aesthetics**

The project site is currently agricultural and implementation of the proposed project would transform about 15 acres of the site to a non-agricultural use. Development of the proposed new residences would be guided by conditions of approval and CC&Rs for height, color, landscaping, and exterior lighting. Height limitations would be provided to control the scale of the proposed homes. The project boundaries extend into an area covered by the Sensitive Resource Area (SRA) combining designation. In this area, the SRA combining designation relates to the visibility of the hillsides from the SR 227 (Broad Street) corridor. For the most part, however, intervening hills block views into the development site from the SR 227 roadway. The project is visible from some short segments of the roadway, and from other publicly accessible points where scenic views may be considered important. The completed project would present views of developed homesites backdropped by the hillsides to the southwest.





The aesthetic assessment will include the following tasks:

- Visually characterize and photo-document the project site and surrounding area
- Review and incorporate the visual simulations, to be provided by the applicant
- Evaluate the consistency of the project with County planning programs and design guidelines
- Discuss the proposed land use changes relative to the current and anticipated future aesthetic character of the project area
- Identify glare and night lighting impacts
- Identify impacts to public view areas
- Discuss any obstructions to public view areas
- Identify measures needed to mitigate significant visual impacts and to help maintain the rural character of the area

### **Agricultural Resources**

The project site contains an active vineyard and these operations are expected to continue on the majority of the site. Much of the soil underlying the site is rated Class II (prime) and the project would convert an estimated 15 acres of the site to a non-agricultural use.

The assessment of agricultural resource impacts would include the following tasks:

- Review existing literature sources to confirm on-site soil conditions and their general suitability to support agricultural activities
- Describe the existing and historical agricultural setting, uses and practices including an emphasis on the unique rainfall, climatic, topographic and vegetative characteristics where agricultural activities are identified
- Contact local agricultural authorities, including the County Agricultural Commissioner's Office, to determine the general long term suitability of the project site for agricultural production
- Identify and describe current and potential future water sources suitable for identified agricultural uses, in close coordination with the Water and Wastewater section
- Evaluate the potential adverse impacts to the agricultural capability of adjacent or nearby lands currently enrolled in the Agricultural Preserve Program and/or under Williamson Act contract
- Evaluate the potential for the direct or indirect loss of agricultural productivity, if any, as a result of the proposed project
- Identify applicable resource policy documents (e.g. Agriculture Element, Rules of Procedure to Implement the California Land Conservation Act of 1965; Coastal LUO and policies)



- Recommend and discuss adequate and feasible mitigation measures, if any, to address significant agricultural resource impacts

## Air Quality

The air quality section will be prepared in accordance with the methodologies outlined in the San Luis Obispo Air Pollution Control District (APCD) guidelines. The section will assess both temporary construction impacts and long-term operational impacts, including consistency with applicable air quality policies. The project may be somewhat inconsistent with goals and policies of the Clean Air Plan that relate to focusing development within existing urban and village areas.

The air quality section will include a detailed discussion of the current air quality setting within the local airshed along with local climatic and air pollution data from local air monitoring stations. Emission factor data, when not identified in the APCD guidelines, will be obtained from EPA AP-42, Compilation of Air Pollutant Emissions Factors, Third Edition, and any updates published by the EPA. The motor vehicle constituents of concern include ROG, NO<sub>x</sub>, CO, and PM<sub>10</sub>. Significance criteria will be based on APCD thresholds.

Although the APCD has not adopted quantitative daily thresholds for construction emissions, standard measures to minimize construction-related impacts will be incorporated. Site preparation, grading, and construction-related air emissions may have a significant short-term effect. This evaluation will include an assessment of dust impacts, as well as emissions associated with heavy construction equipment. Emissions will be estimated using the latest version of the CALEEMOD air quality model. These emissions will be compared to APCD construction thresholds for determination of significance.

Potential long-term emissions associated with the project are primarily a result of increased traffic and/or increased vehicle miles traveled. Mobile emissions will be quantified using the CALEEMOD computer program. Vehicle usage factors to be employed in the analysis will be coordinated with the traffic study based upon the change in vehicle trips and trip lengths associated with buildout of the proposed project, as determined by the traffic analysis. The analysis will include: the number of vehicle trips, types of trips and average speed, and vehicle miles traveled per day.

Consistency of the proposed project with the Clean Air Plan (CAP) will also be analyzed. Where necessary, the EIR will identify measures required to mitigate air quality and/or greenhouse gas impacts identified, such as:

- General transportation measures
- Dust control measures during construction
- Measures to promote alternative trip modes



- Measures to minimize engine idling
- Contributing to off-site mitigation methods

Mitigation measures will be based upon standard mitigation measures as recommended by the APCD.

### **Biological Resources**

It is our understanding that four habitat types are present on-site, including annual grassland (dominated by exotics), coast live oak woodland, willow riparian, and wetland habitat. Sensitive plant species may also be located on-site. Possible project impacts include the loss of oak trees and alteration of an intermittent drainage that would need a crossing to provide access to a proposed residential lot.

An updated biological survey report has been prepared by Althouse and Meade.

A Rincon biologist will prepare the biological resource section of the EIR, which will involve a peer review of the applicant-prepared biological study to confirm the accuracy of the report's findings, supplemented with original research as necessary. Our work program assumes that the study is generally accurate and that only minor clarifications and additions to the analysis will be needed. Our work scope will consist of the following specific tasks:

- Peer review the applicant-prepared study
- Conduct a general biological field survey to confirm the accuracy of the information in the applicant studies (no species-specific surveys or additional wetland delineation work are proposed)
- Assess direct and indirect, short- and long-term impacts to existing biological resources from future development, including, but not limited to: loss of habitat, sedimentation from grading and site preparation efforts, and long-term impacts of increased human activity;
- Consider impacts to listed species and other regulated resources, if any, and discuss role of other regulatory agencies (e.g. USFWS, USACE, CDFW, etc.
- Assess cumulative impacts to biological resources and the project's contribution to those impacts;
- Identify sensitive biological species and habitats on-site (including a site vegetation /habitat map)
- Identify feasible mitigation measures to minimize biological resource impacts

If it is determined that special studies need to be performed prior to on-site grading, the parameters, including timing for these studies, will be identified. Guidelines for building site locations, road alignments and overall project design that could preserve significant resource locations may also be recommended. Habitat



restoration methods and pesticide use restrictions, and other measures will be discussed, if appropriate.

## **Cultural Resources**

A cultural resources survey conducted for the site found no evidence of cultural resources; however, the site is known to contain significant paleontological resources. Our technical approach to the archaeological and paleontological peer reviews is described below. Rincon staff will summarize the findings of the studies in a cultural resources section of the EIR.

Archaeological Resources. Rincon will incorporate the applicant-prepared archaeological study, and the peer review of the study conducted by Mary Maki during the CEQA review of the previous project on the site, into the EIR impact section. A Rincon cultural resources specialist will also review these documents for consistency with current information in the vicinity. An updated archaeological records search will be conducted, and updated cultural resources setting information will be provided. Rincon will also review a 'County's Record Search' of the archaeological report library/GIS layer to be provided by the County. Our scope of work does not include additional archaeological field investigation. Project impacts, if any, will be identified. Mitigation measures to avoid identified resources, and/or the potential disruption of unidentified resources, will be provided as necessary.

Paleontological Resources. Paleo Environmental Associates, Inc. prepared a paleontological resource inventory/impact assessment in support of the EIR for the previous project on the site. This included an archival search conducted at the Natural History Museum of Los Angeles County Vertebrate Paleontology Department and University of California Museum of Paleontology to document the occurrence of any previously recorded vertebrate fossil site in at or near the project site in the rock units exposed in the parcel. A Rincon paleontologist will review the assessment for consistency with current information in the vicinity. The assessment will be incorporated into the EIR impact section. As appropriate, mitigation measures will be developed for any potential impacts to on-site resources.

## **Geology and Soils**

Several potential geotechnical concerns are present on-site, including gentle to steep slopes, soils with high shrink-swell potential, ground surface rupture, and liquefaction hazards. These conditions could affect the proposed residences and infrastructure. In addition, grading needed to accommodate the project could result in increased erosion and sedimentation.

An Engineering Geologic and Geotechnical Feasibility Investigation has been prepared for the proposed development by Geosite, Inc. This report identifies the



presence of landslide deposits and areas with high liquefaction potential, but concludes that development of the project as proposed is feasible from a geotechnical viewpoint. The report also recommends specific additional investigations to develop final recommendations for grading and foundation design for specific subdivision improvements and development on specific lots.

Rincon will incorporate into the EIR the geotechnical and seismic issues of concern. As appropriate, information from the Geosite study will be incorporated into the analysis, supplemented with information from readily available documents, including the County General Plan and Division of Mines and Geology published studies and maps. Mitigation measures may include recommendations for conceptual engineering design solutions, in combination with the requirements of the California Building Code (CBC). Our analysis will also include a peer review of any percolation testing that has been performed on the site, which our proposal assumes will have been conducted by outside parties.

Specifically, this section will include the following tasks:

- Discuss existing geologic conditions (e.g., underlying formations, seismic capabilities, soils, subsurface structure, landforms, etc.).
- Identify potential geologic hazards (e.g., liquefaction, shrink-swell, erosion, slope stability, etc.) and seismic characteristics in the study area.
- Map geologic hazards from background analysis data sources.
- Evaluate the effect of geologic hazards on the proposed project (e.g., liquefaction, erosion, seismic, etc.).
- Identify measures to mitigate specific geologic hazards.

### **Hazards and Hazardous Materials**

The project site is subject to a variety of potential health and safety hazards. Potential hazards on-site include exposure to agricultural pesticides from adjacent vineyard operations, wildland fire, and aircraft accidents. Rincon will provide a description of the existing setting as it relates to potential hazards and hazardous materials. This will include a search of the following databases:

- Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) database
- Geotracker search for leaking underground fuel tanks
- Department of Toxic Substances Control's Envirostor database
- State Water Resources Control Board (SWRCB) solid waste disposal sites, active Cease and Desist Orders (CDOs), and Cleanup and Abatement Orders (CAOs)
- Other databases as appropriate



This section of the EIR will discuss the above hazards and identify applicable regulatory requirements. Specifically, the analysis will:

- Summarize applicable federal, state, and local standards/regulations pertaining to agricultural chemical use, fire safety, and airport safety
- Identify the level of fire hazard present on-site based on contact with local fire protection officials (including wildland fire risks and potential access issues)
- Delineate applicable airport hazard zones relative to the project site, based on information contained in the recently updated Airport Land Use Plan
- Recommend mitigation measures beyond standard safety requirements, as appropriate

## Noise

The project site is adjacent to agricultural operations and is below the flight paths for San Luis Obispo County Regional Airport. Consequently, the project would be subject to these sources of noise. In addition, the proposed project would generate both short and long term noise emissions. Short-term noise sources would be associated with construction activities including onsite grading. Long-term noise impacts would be associated with onsite activities, as well as mobile noise associated with project-related traffic.

This section of the EIR will include a noise survey to establish current ambient noise levels associated with nearby noise sources. Ambient noise measurements will be taken in the field using an ANSI Type II sound level meter. In addition, the area will be examined to identify potential noise sensitive uses that could be adversely affected by project generated traffic or other noise sources. The existing regulatory setting will be described, including federal, state, and local noise requirements. The criteria used to determine the significance of any impacts will be from the County of San Luis Obispo General Plan Noise Element. The Noise section of the EIR will be prepared in accordance with the Guidelines for Noise Study Reports as Part of Environmental Impact Reports issued by the California Department of Health Services, Office of Noise Control.

Operational noise would include the addition of traffic to area roadways. Rincon will estimate existing and future traffic noise levels along up to four roadway segments based upon data from the traffic impact analysis. Traffic noise will be forecast using the Federal Highway Administration Traffic Noise Model® (TNM version 2.5). Traffic generated by the proposed project will be added to the current traffic volumes and the incremental noise level increases will be calculated. Noise exposure from these sources will be assessed in terms of Community Noise Exposure Levels (CNEL). Mitigation requirements will be identified for noise impacted areas.





Specifically, this section will include the following tasks:

- Review the project area to identify potential noise sources that could adversely affect the proposed project and noise-sensitive uses that may be affected by the proposed project
- Discuss County Noise Element policies pertaining to proposed onsite uses and potential noise sensitive uses in the project area and the project's consistency with those policies
- Identify applicable noise contours associated with operations at the County Regional Airport
- Conduct up to four noise measurements to establish baseline noise conditions at the project site and sensitive receptor locations in the project vicinity
- Determine noise levels to which the project would be exposed and comparison to applicable County standards
- Evaluate potential short and long term noise impacts of the project on sensitive uses in the project area (this analysis will include modeling of future traffic volumes to determine if locally adopted noise impact thresholds may be exceeded)
- Identify mitigation measures for identified noise impacts

### **Population and Housing**

The project site is adjacent to the San Luis Obispo Country Club and the Rolling Hills Estates. However, the entire parcel is currently undeveloped agricultural land. The site is not within San Luis Obispo's urban reserve line, nor is it within the Edna Village as described in the San Luis Obispo Area Plan.

The project is expected to require improved fire protection services, such as fire hydrants and road improvements/extensions. These improvements may make further extensions feasible, thus facilitating additional development in the area.

The State CEQA Guidelines specifically discourage speculation about possible impacts that cannot be determined with any degree of certainty. Nevertheless, this section will identify areas where the proposed development and associated infrastructure extensions may remove obstacles to growth and discuss what type of growth could be accommodated by the needed extensions. Mitigation measures may involve designing infrastructure improvements to discourage future extensions and/or limiting the size of infrastructure to serve only the proposed development.

This section will also include an assessment of energy consumption consistent with CEQA Appendix F. This will include the following tasks:



- Identify project features that would promote energy conservation (such as energy efficient buildings, the use of alternative modes of travel, and the incorporation of strong recycling efforts)
- Review and discuss existing regulations and policies (e.g., California Building Structure Code, Title 21, County Conservation and Open Space Element, Housing Element, Green Building ordinance, EnergyWise/Climate Action Plan, etc.)
- Discuss how energy demands could be reduced.
- Compare the project's anticipated energy consumption to the ability of the energy provider to be able to deliver that power.
- Identify and discuss feasible mitigation measures, if any, which could be included in the project to reduce energy consumption and promote energy conservation to the extent feasible.

### **Public Services/Utilities**

The project site is within the service area of the County Sheriff's Department and CDF/County Fire. The nearest sheriff and fire stations are located in San Luis Obispo, about five miles away. The site is located within the jurisdiction of the San Luis Coastal School District.

The proposed project would generate additional population, and extend the response areas for local law enforcement and fire protection agencies. The additional population would also affect local schools, parks, and libraries, and increase demand for solid waste services. For these reasons, the EIR will evaluate the potential impact on the provision of these public services. Water and wastewater services will be discussed in a separate section of the EIR (refer to *Water and Wastewater* discussion, below).

This section will involve contact with local service providers and quantification of existing and projected services levels. Fire protection officials will be contacted to evaluate site design requirements, emergency response times, adequacy of emergency services, fire flow, road width/grade, ingress/egress requirements, and other issues that may have an adverse effect on fire protection capabilities. The discussion of impacts to CDF/County Fire will be coordinated with the discussions of Biological Resources and Hazards. Where necessary, mitigation measures will be developed for all identified impacts. Law enforcement officials will similarly be contacted to identify any special requirements associated expanding service into the project area.

The introduction of new residential uses in the area would generate additional school-aged children and has the potential to adversely affect local schools. The school districts that serve the area will be contacted regarding potential impacts to school capacity and traffic safety impacts.





To assess impacts to solid waste and recycling services, the analysis will include a review of current landfill capacity and a projected future capacity, and a calculation of the potential service demand from implementation of the project, utilizing accepted waste generation factors. Rincon will also review countywide solid waste management plans to identify future solid waste disposal facilities, and discuss recycling efforts and future state requirements. As needed, mitigation will be identified.

Secondary effects associated with the potential extension of new utility lines or construction of new facilities will be examined. Where possible, the significance of these effects will be identified and mitigation measures developed to avoid or minimize environmental effects.

Generation and demand factors will be developed and verified through contact with affected service agencies. The analysis will provide quantification of existing and projected demands as well as a comparison of these demands to the service capabilities. Where service deficiencies are identified, mitigation programs will be developed to avoid or minimize potentially adverse impacts.

This section will not quantify fiscal effects of the project on public services, unless such analysis is available from affected service agencies. The mitigation discussions will describe existing fee programs that are in place to offset public services impacts. The impact analysis will examine both project specific and cumulative project impacts.

### **Transportation and Circulation**

An updated traffic study has been prepared by Associated Transportation Engineers for the proposed development. Kittelson and Associates (KAI) will conduct a peer review of a traffic impact analysis to be prepared by Associated Transportation Engineers, Inc. (ATE). Rincon will incorporate the peer reviewed traffic impact analysis into the EIR impact section. This scope of work assumes that the traffic impact analysis will contain an evaluation of project impacts on study area roadway segments and intersections under both existing + project and cumulative + project conditions, as well as impacts related to overall vehicle miles traveled generated by the project. Impacts will be described and mitigation measures will be identified as necessary.

For the peer review assessment, KAI will review all analysis assumptions and chosen methodologies for assessing the potential for significant impacts on transportation facilities that would result from the proposed project. KAI will also determine whether the analysis was performed consistent with the County of San Luis Obispo and other jurisdictions traffic impact standards as applicable. All quantitative evaluations will be checked for local intersections and roadway



segments, and qualitative assessments checked for transit, pedestrian, bicyclist, emergency vehicle, parking, and construction conditions. KAI will assess the appropriateness of the baseline roadway and land use assumptions under Cumulative and Cumulative plus Project conditions. Application of the travel demand model will be reviewed as well as the project specific trip distribution assumptions. All impact fair share calculations will be reviewed for accuracy. Per SB 743, VMT metrics will be reviewed for relative to model behavior and whether the chosen metrics provide the appropriate level of sensitivity to properly characterize the vehicle activity anticipated from the project (e.g., induced VMT). Per capita VMT metrics, if used, will also be reviewed to ensure that normalizing for project size does not mask potential impacts. The peer review results of these analyses will be summarized into a draft technical memorandum that will be submitted to and reviewed by Rincon and County staff. Upon review, KAI will finalize the technical memorandum for final submittal to the County.

### **Wastewater**

The proposed project would increase demand for water and would generate an increase of wastewater that would require treatment. The project would use a combination of sewer service (via annexation to County Service Area 18) and an on-site septic system for wastewater disposal.

The analysis will consider the feasibility of septic system use and long-term potential to annex into the sewer district. The proposal for CSA 18 to provide wastewater treatment will be evaluated, including a discussion of the current status of CSA 18 operations, and any requirements identified by the County regarding necessary improvements to the collection, treatment, and discharge system. The analysis of water quality and septic system issues will not be an engineering level design study, but rather will serve as a study to confirm the feasibility of connecting to the CSA 18 system and using septic systems where proposed.

The analysis of wastewater issues will include the following specific tasks:

- Review applicant-prepared studies relating to wastewater treatment and septic system feasibility.
- Consult with appropriate oversight agencies, including specific consultation with CSA 18 staff regarding proposed project impacts, wastewater treatment, and septic system feasibility issues.
- Preparation of the EIR section on Wastewater

### **Water and Hydrology**

The applicant is proposing to connect to a community water supplier (Golden State Water Company) for domestic water use, and to use on-site wells for agricultural use



and outdoor landscaping. A will serve letter has been provided by Golden State Water Company.

Water quality will be addressed qualitatively. Existing ordinances to protect surface water quality will be summarized, and mitigation incorporating Low Impact Development measures into the project drainage plan will be applied. This section will include a discussion of both the National Pollution Discharge Elimination System (NPDES) general construction permit and the County's Grading and Stormwater regulations and their applicability to the proposed project. If significant water quality impacts are identified, mitigation measures will be identified to reduce or avoid such impacts, based on the applicable programs and regulations.

Golden State Water serves the project area and surrounding lands within its Edna Unit, which is domestic water system number CA4010023 regulated by the State of California. Service details and capacity of this system will be described based on publicly available information, and with consultations with Golden State Water representatives. Golden State Water obtains its water for this area from two existing wells located to the south of the Los Ranchos or old Country Club neighborhoods. The general relationship between groundwater in this area and groundwater in the project vicinity and Davenport Creek area will be described. It is expected that this discussion will result in the conclusion that water supply by Golden State Water would not have any significant impacts on groundwater supplies or uses in nearby areas.

The potential for flooding will be addressed through reference to mapping obtained from the Federal Emergency Management Agency or flood mapping information from the County.

## **Land Use**

This section will include two separate, but related discussions: (1) land use compatibility; and (2) consistency with applicable land use policies.

The land use compatibility discussion will serve as a summary of the environmental issues discussed in detail elsewhere in the EIR. This is because planning policy statements are commonly intended to lead the planner to areas of technical inquiry to establish a finding. Many land use compatibility issues are directly related to other environmental issues. Biotic and natural resources, agriculture, traffic, noise (including noise related to aircraft operations), light and glare, air quality (localized fumes), and aesthetics all enter into land use compatibility discussions. Therefore, this analysis serves to re-focus the discussion into a planning perspective. Potential areas of impact include the adjacency of the project to agricultural uses and the change in visual conditions on-site.



The policy consistency analysis will involve a review of the project against the various regulatory documents adopted by the County. This will include review of the adopted policies of the San Luis Obispo Area Plan, the County's Land Use Ordinance (Title 22), Conservation Element, San Luis Obispo County Framework for Planning, any special design review requirements, and other County policy documents. The Land Use section will address the proposed expansion of the Los Ranchos/Edna Village Reserve Line (VRL).

The land use and policy consistency analysis will be supplemented with graphics, illustrating the existing land use pattern, the land use regulatory and jurisdictional pattern. Mitigation measures may include siting recommendations, buffer systems or other controls, design recommendations, and use limitations.

### **Effects Found Not to Be Significant**

Only two topics addressed in the Initial Study was found not to involve potentially significant impacts: Greenhouse Gas Emissions and Recreation. The EIR will include a brief discussion of these topics, with reference to the material in the Initial Study. A brief discussion of the GHG emissions regulatory setting will be provided. Short-term construction and long-term operational GHG emissions will be quantified using the CalEEMod emissions model and compared to applicable screening thresholds of significance.

### **FEE ESTIMATE AND SCHEDULE**

Rincon Consultants will prepare the Jack Ranch Agricultural Cluster Subdivision Project EIR for the County of San Luis Obispo, in accordance with our proposed scope of services, for an estimated fee of \$108,799. The following table provides a breakdown of costs by major work item. Note that this budget includes anticipated staff meetings and public hearings, but these are budgeted separately and would be charged on a time and materials basis. The proposed budget does not include preparation of a Mitigation Monitoring and Reporting Plan or preparation of CEQA Findings that may be necessary for project approval.

It is our understanding that approximately \$57,000 remains in the environmental review account from the previous version of the project, and that the County will obtain the additional \$51,799 from the applicant to provide funds consistent with this updated budget. If you would like Rincon to prepare the Mitigation Monitoring and Reporting Program, the estimated fee would be \$2,510. If you would like Rincon to prepare CEQA Findings, the estimated fee would be \$6,200.



## County of San Luis Obispo Jack Ranch Agricultural Cluster Subdivision EIR

Cost Estimate

7/19/2016

| Tasks (Base Fee)   | Cost            | Rincon Labor Hours | Rincon Consultants         |                            |                           |                       |                           |                               |
|--|-----------------|--------------------|----------------------------|----------------------------|---------------------------|-----------------------|---------------------------|-------------------------------|
|  |                 |                    | Principal II<br>\$215/hour | Sr. Prof. II<br>\$145/hour | Sr. Prof. I<br>\$125/hour | Prof. II<br>\$95/hour | GIS/CADD II<br>\$100/hour | Clerical/Admin I<br>\$65/hour |
| <b>1. Project Initiation</b>   |                 |                    |                            |                            |                           |                       |                           |                               |
| 1.1 Kickoff Meeting  | \$0             | 0                  |                            |                            |                           |                       |                           |                               |
| 1.2 Project Description and EIR Outline                              | \$0             | 0                  |                            |                            |                           |                       |                           |                               |
| 1.3 Notice of Preparation  | \$0             | 0                  |                            |                            |                           |                       |                           |                               |
| 1.4 AB 52 Consultation Assistance                                    | \$0             | 0                  |                            |                            |                           |                       |                           |                               |
| 1.5 Scoping Meeting  | \$0             | 0                  |                            |                            |                           |                       |                           |                               |
| <b>2. Administrative Draft EIR</b>                                   |                 |                    |                            |                            |                           |                       |                           |                               |
| 2.1 Executive Summary  | \$1,850         | 18                 | 1                          | 2                          |                           | 10                    | 2                         | 3                             |
| 2.2 Introduction and Environmental Setting                           | \$1,430         | 12                 | 1                          | 4                          |                           | 6                     |                           | 1                             |
| 2.3 Environmental Impacts and Mitigation Measures                    |                 |                    |                            |                            |                           |                       |                           |                               |
| Aesthetics   | \$4,735         | 43                 | 2                          | 8                          |                           | 24                    | 8                         | 1                             |
| Agricultural Resources   | \$2,815         | 23                 | 2                          | 8                          |                           | 8                     | 4                         | 1                             |
| Air Quality  | \$3,815         | 35                 | 2                          | 2                          | 6                         | 24                    |                           | 1                             |
| Biological Resources   | \$5,795         | 47                 | 6                          | 6                          | 10                        | 16                    | 8                         | 1                             |
| Cultural Resources   | \$2,200         | 20                 | 1                          | 4                          |                           | 12                    | 2                         | 1                             |
| Geology and Soils  | \$2,615         | 23                 | 2                          | 4                          |                           | 12                    | 4                         | 1                             |
| Hazards and Hazardous Materials                                      | \$2,100         | 20                 | 1                          | 2                          |                           | 14                    | 2                         | 1                             |
| Noise  | \$3,695         | 33                 | 2                          | 4                          | 4                         | 16                    | 6                         | 1                             |
| Population and Housing   | \$1,340         | 12                 | 1                          | 2                          |                           | 6                     | 2                         | 1                             |
| Public Services  | \$2,795         | 25                 | 2                          | 4                          |                           | 16                    | 2                         | 1                             |
| Transportation and Circulation (Rincon labor only)                   | \$2,435         | 21                 | 2                          | 4                          |                           | 8                     | 6                         | 1                             |
| Wastewater   | \$2,730         | 22                 | 2                          | 8                          |                           | 12                    |                           |                               |
| Water & Hydrology  | \$4,365         | 37                 | 4                          | 8                          |                           | 24                    |                           | 1                             |
| Land Use   | \$2,530         | 22                 | 2                          | 4                          |                           | 16                    |                           |                               |
| Effects Found Not to Be Significant (incl. Greenhouse Gas Emissions) | \$1,385         | 11                 | 1                          | 2                          | 4                         | 4                     |                           | 0                             |
| 2.4 Alternatives (4)   | \$6,045         | 49                 | 4                          | 16                         | 4                         | 20                    | 4                         | 1                             |
| 2.5 Other CEQA   | \$1,140         | 10                 | 1                          | 2                          |                           | 6                     |                           | 1                             |
| 2.6 References (including copies for Administrative Record)          | \$1,555         | 13                 | 1                          | 4                          | 2                         | 4                     |                           | 2                             |
| <b>3. Draft EIR Preparation and Publication</b>                      | \$7,240         | 60                 | 6                          | 16                         | 4                         | 26                    | 4                         | 4                             |
| <b>4. Final EIR Preparation</b>                                      |                 |                    |                            |                            |                           |                       |                           |                               |
| 4.1 Response to Comments/Administrative Final SEIR                   | \$7,690         | 64                 | 6                          | 20                         | 4                         | 24                    | 2                         | 8                             |
| 4.2 Publication of the Final EIR                                     | \$2,750         | 22                 | 4                          | 6                          |                           | 8                     |                           | 4                             |
| <b>5. Project Management/Coordination</b>                            | \$6,480         | 42                 | 9                          | 30                         |                           |                       |                           | 3                             |
| Subtotal Labor (Base Fee)  | \$81,530        | 684                | 65                         | 170                        | 38                        | 316                   | 56                        | 39                            |
| <b>Additional Costs (Base Fee)</b>                                   |                 |                    |                            |                            |                           |                       |                           |                               |
| Kittelson & Associates - Traffic Study Peer Review                   | \$5,000         |                    |                            |                            |                           |                       |                           |                               |
| Records Search Fees  | \$300           |                    |                            |                            |                           |                       |                           |                               |
| Supplies and Miscellaneous Expenses                                  | \$2,530         |                    |                            |                            |                           |                       |                           |                               |
| General & Administrative   | \$1,174         |                    |                            |                            |                           |                       |                           |                               |
| Subtotal Additional Costs (Base Fee)                                 | \$9,004         |                    |                            |                            |                           |                       |                           |                               |
| <b>TOTAL LABOR + ADDITIONAL COSTS (Base Fee)</b>                     | <b>\$90,534</b> |                    |                            |                            |                           |                       |                           |                               |

| Tasks (Time and Materials)                                 | Cost             | Rincon Labor Hours | Rincon Consultants         |                            |                           |                             |                          |                                |
|--|------------------|--------------------|----------------------------|----------------------------|---------------------------|-----------------------------|--------------------------|--------------------------------|
|  |                  |                    | Principal II<br>\$210/hour | Sr. Staff II<br>\$140/hour | Sr. Staff I<br>\$125/hour | Prof. Staff II<br>\$95/hour | GIS/CADD II<br>\$95/hour | Clerical/Admin II<br>\$70/hour |
| <b>6. Meetings (3)</b>                                     | \$4,170          | 30                 | 6                          | 12                         |                           | 12                          |                          |                                |
| <b>7. Hearings (4)</b>                                     | \$6,850          | 50                 | 8                          | 24                         |                           | 16                          |                          | 2                              |
| Subtotal Labor (Time and Materials)                        | \$11,020         | 80                 | 14                         | 36                         | 0                         | 28                          | 0                        | 2                              |
| <b>Additional Costs</b>                                    |                  |                    |                            |                            |                           |                             |                          |                                |
| Reproduction   |                  |                    |                            |                            |                           |                             |                          |                                |
| Administrative Draft EIR                                   |                  |                    |                            |                            |                           |                             |                          |                                |
| 4 copies, 1 CD   | \$355            |                    |                            |                            |                           |                             |                          |                                |
| Draft EIR  |                  |                    |                            |                            |                           |                             |                          |                                |
| 15 Executive Summaries                                     | \$225            |                    |                            |                            |                           |                             |                          |                                |
| 25 copies, 15 CDs  | \$2,850          |                    |                            |                            |                           |                             |                          |                                |
| 3 copies of Appendices, 2 CDs                              | \$225            |                    |                            |                            |                           |                             |                          |                                |
| 1 References CD  | \$15             |                    |                            |                            |                           |                             |                          |                                |
| Administrative Final EIR                                   |                  |                    |                            |                            |                           |                             |                          |                                |
| 4 copies, 1 CD   | \$475            |                    |                            |                            |                           |                             |                          |                                |
| Final EIR  |                  |                    |                            |                            |                           |                             |                          |                                |
| 25 copies, 15 CDs  | \$3,100          |                    |                            |                            |                           |                             |                          |                                |
| 10 copies Executive Summary, 15 CDs                        | \$375            |                    |                            |                            |                           |                             |                          |                                |
| 3 copies of Appendices, 3 CDs                              | \$240            |                    |                            |                            |                           |                             |                          |                                |
| Subtotal Additional Costs (Time and Materials)             | \$7,245          |                    |                            |                            |                           |                             |                          |                                |
| <b>TOTAL LABOR + ADDITIONAL COSTS (Time and Materials)</b> | <b>\$18,265</b>  |                    |                            |                            |                           |                             |                          |                                |
| <b>TOTAL (BASE FEE + TIME AND MATERIALS FEE)</b>           | <b>\$108,799</b> |                    |                            |                            |                           |                             |                          |                                |
| <b>Optional Tasks</b>                                      |                  |                    |                            |                            |                           |                             |                          |                                |
| A. Mitigation Monitoring and Reporting Program (Optional)  | \$2,510          |                    |                            |                            |                           |                             |                          |                                |
| B. CEQA Findings (Optional)                                | \$6,200          |                    |                            |                            |                           |                             |                          |                                |



All aspects of this proposed scope of services and associated costs are fully negotiable to meet the needs of the County of San Luis Obispo. Additional work not included within our proposed work program will be completed only upon written County authorization on a time-and-materials basis in accordance with our standard fee schedule, included as an attachment to this proposal.

Rincon proposes to adhere to a schedule that allows the Draft EIR to be circulated within about 14 weeks of your authorization to proceed based on this updated proposal. Based on this schedule, we expect the EIR process to be concluded within approximately 6 months. Upon your authorization to proceed, we will prepare a calendar schedule to provide specific dates for this work

Project initiation tasks have already been completed, through preparation of an Initial Study, Notice of Preparation and scoping meeting. The following paragraphs describe the time periods anticipated for the remaining major tasks.

**Administrative Draft EIR:** The Administrative Draft EIR will be completed within eight weeks of County approval of this revised proposal.

**Draft EIR:** Assuming that the County will deliver comments on the Administrative Draft EIR within three weeks, Rincon will produce the Draft EIR within three weeks of receipt of staff comments. This schedule assumes that County comments are coordinated into a single consistent set of comments and that no new substantial analysis will be needed as a result.

Due to the involvement of approvals by state agencies, the public review for this project is expected to be 45 days.

**Response to Comments/Administrative Final EIR:** Within three weeks of the close of the Draft EIR circulation period and receipt of all written and oral comments, Rincon will deliver a draft Response to Comments report. Together with any changes that might be required to the Draft EIR, this will constitute the Administrative Final EIR for County staff review.

**Final EIR:** We assume the County will provide comments and revisions for the Final EIR within two weeks, and Rincon will deliver the Final EIR two weeks after that receipt.

Adhering to this schedule, the EIR will be prepared, reviewed by the public and decision-makers, and could be certified within about 9 months. The ability to meet this schedule depends on the level of public comment, the number of public hearings needed, timely receipt of technical information, and staff's direction on addressing unanticipated issues that may arise during the process.



We appreciate your consideration of Rincon Consultants, Inc. to prepare this scope of work for the Jack Ranch Agricultural Cluster Subdivision Project EIR and welcome the opportunity to further discuss our proposal with you.

Sincerely,

**RINCON CONSULTANTS, INC.**

Richard Daulton, MURP  
Principal

Att: Fee Schedule





## RINCON CONSULTANTS, INC.

### Standard Fee Schedule for Environmental Sciences and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as outlined under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

| Professional, Technical, and Support Personnel* | Rate        |
|---|-------------|
| Principal II                                    | \$ 215/hour |
| Principal I                                     | \$ 195/hour |
| Senior Supervisor II                            | \$ 175/hour |
| Supervisor I                                    | \$ 165/hour |
| Senior Professional II                          | \$ 145/hour |
| Senior Professional I                           | \$ 125/hour |
| Professional IV                                 | \$ 120/hour |
| Professional III                                | \$ 110/hour |
| Professional II                                 | \$ 95/hour  |
| Professional I                                  | \$ 85/hour  |
| Environmental Technician/Field Aide             | \$ 75/hour  |
| Senior GIS Specialist                           | \$ 115/hour |
| GIS/CADD Specialist II                          | \$ 100/hour |
| GIS/CADD Specialist I                           | \$ 90/hour  |
| Graphic Designer                                | \$ 85/hour  |
| Technical Editor                                | \$ 95/hour  |
| Clerical/Administrative Assistant II            | \$ 75/hour  |
| Clerical/Administrative Assistant I             | \$ 65/hour  |

\*Professionals include environmental scientists, urban planners, biologists, geologists, and cultural resources experts

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$295/hour.

#### Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"×17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

#### Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.
2. Vehicle use in company-owned vehicles will be billed at a day rate of \$85/day for regular terrain vehicle use and \$135 per day for 4-WD off-road vehicle use, plus \$0.85/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.85/mile will be charged. Rental vehicles will be billed at cost plus 15%.





## RINCON CONSULTANTS, INC.

### Equipment Schedule for Environmental Sciences and Planning Services

| Equipment   | Rate          | Unit           |
|---|---------------|----------------|
| <b>Environmental Site Assessment</b>  |               |                |
| Bailer  | \$ 25         | Day            |
| Brass Sample Sleeves  | \$ 10         | Each           |
| DC Purge Pump   | \$ 35         | Day            |
| Disposable Bailer   | \$ 20         | Each           |
| Flame Ionization Detector   | \$ 200        | Day            |
| Four Gas Monitor  | \$ 120        | Day            |
| Hand Auger Sampler  | \$ 55         | Day            |
| Level C Health and Safety   | \$ 60         | Person per day |
| Oil-Water Interface Probe   | \$ 85         | Day            |
| Photo-Ionization Detector   | \$ 120        | Day            |
| Soil Vapor Extraction Monitoring Equipment  | \$ 140        | Day            |
| Water Level Indicator   | \$ 35         | Day            |
| <b>Water Resources</b>  |               |                |
| Dissolved Oxygen Meter  | \$ 45         | Day            |
| Refractometer (salinity)  | \$ 30         | Day            |
| Sterilized Sample Jar   | \$ 5          | Each           |
| Temp-pH-Conductivity Meter  | \$ 50         | Day            |
| Turbidity Meter   | \$ 30         | Day            |
| <b>Natural Resources Field Equipment</b>  |               |                |
| Fiberoptic Scope  | \$ 90         | Day            |
| Infrared Sensor Digital Camera  | \$ 50         | Day            |
| Field Equipment Package, amphibian survey (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)                              | \$ 150        | Day            |
| Field Equipment Package, construction monitoring (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)                       | \$ 95         | Day            |
| Field Equipment Package, standard (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)                                      | \$ 45         | Day            |
| Field Equipment Package, remote (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone) | \$ 125        | Day            |
| Laser Rangefinder/Altitude  | \$ 10         | Day            |
| Mammal trap, large / small  | \$1.50 /      | Each per trap  |
| Minnow trap   | \$ 85         | Each per job   |
| Net, hand / large seine   | \$ 10 / \$ 50 | Day            |
| Pettersson Bat Ultrasound Detector/Recording Equipment  | \$ 150        | Job            |
| Pit-fall Trap   | \$ 5          | Each per trap  |
| Scent Station   | \$ 20         | Station        |
| Spotlight   | \$ 5          | Day            |
| Trimble® GPS (submeter accuracy)  | \$ 190        | Job            |
| Spotting Scope  | \$ 150        | Job            |
| <b>Multi-Services Field Equipment</b>   |               |                |
| Anemometer  | \$ 5          | Day            |
| Computer Field Equipment  | \$ 45         | Day            |
| GPS unit, standard field  | \$ 10         | Day            |
| Sound Level Meter   | \$ 75         | Day            |



**Rincon Consultants, Inc.**

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www.rinconconsultants.com

June 10, 2015  
Project 15-01566

Stephanie Fuhs, Planner  
Department of Planning and Building  
San Luis Obispo County  
County Government Center Room 310  
San Luis Obispo, California 93408

**Subject: Jack Ranch Agricultural Cluster Subdivision Project EIR  
Scope of Work and Fee Estimate**

Dear Ms. Fuhs:

Rincon Consultants, Inc. is pleased to submit this revised scope of work and fee estimate to prepare the Environmental Impact Report (EIR) for the Jack Ranch Agricultural Cluster Subdivision Project. Rincon prepared an Administrative Draft EIR for a previous version of the project several years ago, prior to that project being withdrawn. It is our understanding that the current version of the project is located in generally the same portion of the site, but contains three additional single-family residential lots (for a total of 16 clustered approximately one-acre residential lots), two of which would be located west of the previously proposed subdivision. The maximum area of development would be limited to 15 acres. The additional residential lots require the planting of additional cropland to satisfy the standards of the County's Agricultural Cluster Subdivision Ordinance. Secondary access has been added to the project. The project site is proposed for annexation into County Service Area (CSA) 18 (Country Club) for sewer service, and the project would receive a domestic water supply from Golden State Water Company.

It is also our understanding that updated technical environmental reports will be provided by the applicant team. These include an updated Biological Assessment, Fault Study, Geotechnical Study, Soils Analysis, Grading and Drainage Plan, Traffic Study, Visual Impact Assessment, and Water Supply Evaluation. The EIR analysis will include peer reviews of those technical studies supplemented with original research, as needed, to provide a comprehensive analysis of the project. Where existing information is available, it will be carefully analyzed and critically reviewed by senior Rincon personnel prior to its use in the EIR analysis.

Portions of the Administrative Draft EIR prepared for the previous version of the project may remain applicable to the current project, and will be used to the extent practicable. However, due to the amount of time that has passed since the previous ADEIR was prepared, the changes to the project, availability of new technical



information, and changes to the CEQA Guidelines and standard industry practice, our proposed scope of work assumes that substantially updated analysis will be required.

The scope of work outlined in this proposal will be overseen by Richard Daulton, MURP, Principal and Manager of our San Luis Obispo office. The project will be managed by John Larson, Senior Project Manager.

## **SCOPE OF WORK**

### **Task 1 Project Initiation**

**Subtask 1.1 Kickoff Meeting.** Rincon will organize a kickoff meeting with County staff and the applicant that will serve as a forum to review and confirm study objectives and establish an operational protocol. Working schedules will be finalized and details for scheduled tasks will be discussed. The consultant team will use this opportunity to collect any relevant studies and information not already transmitted.

**Subtask 1.2. Project Description and EIR Outline.** Rincon will prepare a comprehensive project description based on detailed information to be provided by the applicant team. The project description will include a discussion of project location, site characteristics, project objectives, project features, and requested entitlements. Up to four graphics figures will be provided. The project description will be provided to the County for final review, along with an outline of the full EIR, prior to initiation of the Administrative Draft EIR work effort. One electronic version of this deliverable will be provided.

As part of this task, Rincon technical experts will peer review technical studies to be provided by the applicant, including the biological assessment, archaeological study, traffic analysis, and domestic water supply evaluation. Comments resulting from the technical peer reviews will be coordinated with the County and applicant as appropriate.

**Subtask 1.3. Notice of Preparation.** Rincon will prepare a Notice of Preparation (NOP), consistent with CEQA Guidelines Section 15082. Because the EIR will address most of the issues on the CEQA Guidelines environmental checklist, we recommend foregoing the Initial Study to save time and money. Instead, for any issues that will not be covered in detail in the EIR, we will include a section titled “Issues Found to be Less Than Significant” that will provide a brief explanation of why significant impacts are not anticipated for those issues. As stated in the State CEQA Guidelines, Section 15060 (d):

*If the lead agency can determine that an EIR will be clearly required for a project, the agency may skip further initial review of the project and begin work directly on the*



*EIR process described in Article 9, commencing with Section 15080. In the absence of an initial study, the lead agency shall still focus the EIR on the significant effects of the project and indicate briefly its reasons for determining that other effects would not be significant or potentially significant.*

The NOP will include a brief project description, project location, and summary of the probable environmental effects of the project. This scope of work assumes that the County will distribute the NOP to the State Clearinghouse and all identified responsible and trustee agencies. Substantive responses to the NOP will be compiled, appended to the EIR, and addressed within the EIR.

**Subtask 1.4. AB 52 Consultation Assistance.** Rincon will assist the County of San Luis Obispo with Native American government-to-government consultation in accordance with Assembly Bill (AB) 52 (Gatto, 2014). We understand the project does not require a general or specific plan enactment or amendment, or a zone change, and therefore do not believe the project requires compliance with Senate Bill 18 (California Public Resources Code § 65351 – 65352). As such, we understand the project does not require preparation of a Native American Heritage Commission (NAHC) Sacred Lands File search. If Native American tribal contacts request consultation with the County in accordance with AB 52, Rincon will provide the County with draft letters to put on County letterhead, and a tracking sheet and instructions for successful AB 52 consultation. If the County would like Rincon to participate in further AB 52 consultation or attend any meetings, a budget augment would be requested.

**Subtask 1.5. Scoping Meeting.** Rincon will lead an EIR scoping meeting to be conducted by County staff. Rincon will be prepared to present information, as needed. This scope of work assumes that County staff would provide the notice for the scoping meeting, coordinate its distribution, and arrange the meeting time and location. Based on input received from this meeting, Rincon will work with County staff to determine whether any modifications to the proposed EIR scope are required. If so, these items would be added to the work program for a fee to be negotiated.

## **Task 2           Administrative Draft EIR**

The EIR will be prepared in accordance with the State CEQA Guidelines, which set the standards for adequacy of an EIR. Specifically, the State CEQA Guidelines declare that:

*An EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible.*



The analysis will rely on available technical reports to streamline the analytical effort. The overall approach to the analysis will be to verify and utilize existing data, supplemented where necessary with new information or modeling.

In every project that Rincon Consultants conducts, we endeavor to provide our client with a high quality product that meets or exceeds expectations, and for which all applicable professional standards and regulatory requirements are met. To meet this quality standard, Quality Assurance/Quality Control (QA/QC) procedures are developed for each project at the planning stage, outlining the management techniques to be used. QA/QC procedures will be implemented by the Project Manager, John Larson, and overseen by the Principal-in-Charge, Richard Daulton. Technical QA/QC will be provided by Colby Boggs (biological resources), Walt Hamann (hydrology/water quality and hazards/hazardous materials), Kevin Hunt (cultural resources), and Jennifer Haddow (other issue areas). Project management will provide the necessary interface among the County, other responsible agencies, and the consultant project team. The major components of our management program are:

- Technical Direction and Control
- Communication and Documentation Procedures
- Cost and Schedule Control
- Project Reporting and Editorial Review
- Problem Anticipation and Management
- Management of Subcontractors

Rincon Consultants takes pride in our structured management of complex, multidisciplinary environmental review projects. These techniques result in outcomes of high quality, meeting both study objectives and budgets.

**Subtask 2.1. Executive Summary.** Rincon will prepare a summary of the proposed project and associated environmental consequences. This information will be presented in tabular format to simplify review by decision-makers and the general public. This section will summarize project impacts and proposed mitigation measures. The summary will also note areas of known controversy and will summarize the alternatives reviewed and their associated impacts. The summary will also identify the environmentally superior alternative and rationale for its selection as such.

**Subtask 2.2. Introduction and Environmental Setting.** Rincon will prepare an Introduction and Environmental Setting for inclusion in the EIR. The environmental setting will provide a general description of the project vicinity, including its geographic extent, climatic conditions and demographic conditions. The environmental setting will also describe our approach to and basis for the cumulative impact analysis.



**Subtask 2.3. Environmental Impacts and Mitigation Measures.** Each environmental issue addressed in the EIR will have four main subsections:

- Setting;
- Impact analysis;
- Mitigation measures; and
- Level of significance after mitigation.

Where possible, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts. Cumulative impacts will be discussed within this analysis, but at a lesser level of detail than the project-specific impacts. All mitigation measures will be compared to existing regulations, and where the existing regulation is determined to be adequate to reduce the identified impact, the existing regulations will be cited. All mitigation measures will be presented in wording that can be directly applied to either the proposed project, and will include monitoring requirements. All impacts will be classified as Class I, Class II, Class III or Class IV, and the significance remaining after mitigation discussion will identify the effectiveness of the mitigation measures and monitoring procedures. This will include a discussion of conditions that may trigger future environmental review, consistent with State CEQA Guidelines Section 15183.

As each impact analysis section is prepared, Rincon will compile source reports and other data for inclusion in the administrative record.

**Subtask 2.4. Alternatives.** Up to four (4) alternatives will be identified and analyzed. This will include two versions of the required No Project Alternative (a no growth/no development alternative and an alternative that considers buildout in accordance with existing zoning); and two design or reduced project alternatives to be identified during the course of the study in consultation with County staff. Evaluation of alternatives will be in less detail than that for the proposed project, though the analysis will provide decision-makers and the public adequate information to decide among alternatives. For each of the selected alternatives, each environmental issue area will be briefly evaluated in a qualitative manner to determine whether the alternative would have the potential to result in greater, similar, or reduced environmental impacts when compared to the impacts of the proposed project. Where appropriate and feasible, quantitative comparisons will be provided. The results of the alternatives analysis will be summarized graphically in a comparison matrix. This section will also identify the "environmentally superior alternative." If the No Project Alternative is determined to be environmentally superior, the EIR will identify the environmentally superior alternative among the remaining scenarios.





**Subtask 2.5. Other CEQA-Required Sections.** The EIR will include all other sections required by the State CEQA Guidelines, including growth inducing impacts and irreversible significant effects.

Rincon will provide a digital copy of the Administrative Draft EIR for staff review. Thereafter, key consultant team members will meet with the staff in order to discuss any concerns, modifications, and input to the analysis and proposed mitigation measures. Rincon assumes that all comments will clearly indicate the requested changes. It will be the responsibility of County staff to resolve internal inconsistencies among staff comments.

**Subtask 2.6. References.** Rincon will prepare the References and Report Preparers section of the EIR and will assist County staff with assembly of the administrative record for the project by compiling relevant documents and correspondence from the EIR process. The compiled Administrative Record will be provided in electronic format.

Four hard copies and one electronic copy of the ADEIR will be provided to the County, in accordance with the RFP.

### **Task 3            Draft EIR Preparation and Publication**

This task involves the production, editorial work, and communication processes anticipated to publish the Draft EIR for public review and comment following completion of the revisions to the Administrative Draft EIR. We assume that the County will be responsible for circulating the Draft EIR to commenting agencies and interested groups or individuals, as well as filing a Notice of Completion with the State Office of Planning and Research. In addition, we have assumed that the County will give notice to all organizations and individuals who have expressed interest in receiving such notice, and the notice will also be published in a local newspaper. We will provide 15 bound hard copies of the Executive Summary with EIR CDs attached, up to 25 bound copies of the Draft EIR with Appendix/MMRP included on CD, 15 CDs in pdf format (w/ Appendix/MMRP), one CD in original format, one (1) CD in an HTML or searchable pdf format for website use. For the Appendices, we will provide up to three hard copies in three ring binders, one (1) CD in original format, and one (1) CD in an HTML or searchable pdf format for website use. In addition, we will provide a disc, including all references used in drafting of the document, for use as part of the administrative record and in case requested by members of the public during the Draft EIR public comment period.

### **Task 4            Final EIR Preparation**

The final formal stages of the EIR process involve responding to comments, public hearings, and final publication tasks. Through this process, final changes and policy



decisions concerning the project are made. Our work effort regarding this task is delineated below.

**Subtask 4.1. Response to Comments/Administrative Final EIR.** We anticipate having a meeting with County staff immediately following the close of the comment period to discuss the comments received, the implications of these and the general approach to responses. After this meeting, Rincon will submit a digital copy of the draft responses for County review, including any added or substantially revised sections of the Draft EIR that may be necessary. This scope of work assumes that no more than 64 hours of professional time will be required to respond to public comments on the Draft EIR. The final version of the response to comments will be incorporated into the Final EIR. Rincon will provide four hard copies and an electronic copy of the Administrative Final EIR with appendices as CDs.

**Subtask 4.2. Publication of the Final EIR.** After County approval of the EIR, Rincon will provide up to 25 bound copies with Appendix/MMRP included on CD; 15 CDs in pdf format (w/ Appendix/MMRP), one (1) CD in original format, one (1) CD in an HTML or searchable pdf format for website use (text and graphic files small enough for fast public download times). We will also provide 10 hard copies of the Executive Summary with CDs containing the full EIR. For the appendices, we will provide up to three (3) hard copies in three ring binders, one CD in pdf format, one (1) CD in original format, and one (1) CD in an HTML or searchable pdf format for website use.

**Optional Task A. Mitigation Monitoring and Reporting Program.** As an optional task, Rincon will prepare the Mitigation Monitoring and Reporting Program (MMRP). The MMRP will be provided in a format designed for use by planners or code enforcement officers. Essentially, this plan will take the form of a detailed table that compiles all of the adopted mitigation measures developed within the body of the EIR, as well as information necessary to monitor compliance with each measure. For each mitigation measure, all efforts will be made to incorporate the bulleted items. Mitigation measures will be prefaced with a brief summary title. The program will include:

- Suggested wording as a condition of approval;
- Identification of persons/agencies responsible for monitoring compliance with each condition;
- Timing when monitoring must occur;
- Frequency of monitoring; and
- Criteria to be used to determine compliance with conditions.

**Optional Task B. CEQA Findings.** As an optional task, Rincon will prepare the CEQA findings for the project. CEQA Guidelines §15091 requires that no public agency approve or carry out a project, for which an EIR has been completed and





identifies one or more significant effects, unless the public agency prepares findings for each significant effect. The findings will include information related to whether those significant impacts identified in the EIR will be reduced to below a level of significance by mitigation measures identified in the EIR. CEQA Guidelines §15093 requires that when an agency approves a project that will have a significant adverse environmental effect that is unavoidable, the agency must make a Statement of Overriding Considerations. If a significant and unavoidable impact is identified in the EIR, Rincon will prepare the Statement of Overriding Considerations. Rincon will provide an administrative draft of the CEQA findings to the County for review and comment, and then incorporate County comments into a final document. In accordance with the RFP, a budget of 40 staff hours is assumed for preparation of the CEQA findings.

#### **Task 5            Project Management/Coordination Meetings and Public Hearings**

The Project Manager will be responsible for coordinating communication and developing a close working relationship with the County project coordinator. This will include participation in monthly conference calls or meetings to discuss the budget, schedule and progress of the project, as well as the provision of a weekly status update via email outlining tasks completed in the last week, upcoming tasks for the coming week, details regarding any communications about the project, and deliverable information (including timeline). Rincon will coordinate with the County project coordinator to determine the appropriateness of including the applicant team at project meetings. Formal letters will be drafted to document matters such as significant project milestones, changes in the schedule or cost, and other major issues of concern.

#### **Task 6            Meetings**

Rincon's Project Manager and/or Principal in Charge will attend up to five in-person project meetings in addition to the kickoff meeting with County staff, and the monthly conference calls or meetings noted in Task 5, throughout the course of the project. These meetings can be scheduled and selected at the County's discretion. We will attend meetings on a time-and-materials basis, in accordance with our schedule of fees.

#### **Task 7            Public Hearings**

Rincon's Project Manager and/or Principal in Charge will attend up to four public hearings. Attendance will include oral presentations to the hearing body and graphic presentations, if necessary. These hearings can be scheduled and selected at the County's discretion. We will attend hearings on a time-and-materials basis, in accordance with our schedule of fees.



## **Technical Issues**

The following environmental issues will be addressed in the EIR:

- Aesthetics
- Agricultural Resources
- Air Quality
- Biology
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Land Use
- Noise
- Population/Housing
- Public Services
- Transportation/Circulation
- Water/Wastewater

Our approach to each of these technical sections is outlined below.

### **Aesthetics**

The project site is currently agricultural and implementation of the proposed project would transform about 15 acres of the site to a non-agricultural use. The proposed new residences would be guided by conditions of approval and CC&Rs for height, color, landscaping, and exterior lighting. Height limitations would be provided to control the scale of the proposed homes. The site is on a hillside that is part of a County-designated greenbelt. Although residential developments lie to the north and east of the site, the area is primarily rural. As such, the project would represent a departure from the predominant visual character of the area. In addition, portions of the project may be visible from Highway 227 and other public rights-of-way.

The aesthetic assessment will include the following tasks:

- Visually characterize and photo-document the project site and surrounding area
- Review and incorporate the visual impact assessment, including visual simulations, to be provided by the applicant
- Evaluate the consistency of the project with County planning programs and design guidelines
- Discuss the proposed land use changes relative to the current and anticipated future aesthetic character of the project area
- Identify glare and night lighting impacts
- Identify impacts to public view areas
- Discuss any obstructions to public view areas
- Identify measures needed to mitigate significant visual impacts and to help maintain the rural character of the area



## **Agricultural Resources**

The project site contains an active vineyard and these operations are expected to continue on the majority of the site. Much of the soil underlying the site is rated Class II (prime) and the project would convert an estimated 15 acres of the site to a non-agricultural use.

The assessment of agricultural resource impacts would include the following tasks:

- Review existing literature sources to confirm on-site soil conditions and their general suitability to support agricultural activities
- Describe the existing and historical agricultural setting, uses and practices including an emphasis on the unique rainfall, climatic, topographic and vegetative characteristics where agricultural activities are identified
- Contact local agricultural authorities, including the County Agricultural Commissioner's Office, to determine the general long term suitability of the project site for agricultural production
- Identify and describe current and potential future water sources suitable for identified agricultural uses, in close coordination with the Water and Wastewater section
- Evaluate the potential adverse impacts to the agricultural capability of adjacent or nearby lands currently enrolled in the Agricultural Preserve Program and/or under Williamson Act contract
- Evaluate the potential for the direct or indirect loss of agricultural productivity, if any, as a result of the proposed project
- Identify applicable resource policy documents (e.g. Agriculture Element, Rules of Procedure to Implement the California Land Conservation Act of 1965; Coastal LUO and policies
- Recommend and discuss adequate and feasible mitigation measures, if any, to address significant agricultural resource impacts

## **Air Quality**

The air quality section will be prepared in accordance with the methodologies outlined in the San Luis Obispo Air Pollution Control District (APCD) guidelines. The section will assess both temporary construction impacts and long-term operational impacts, including consistency with applicable air quality policies. The project may be somewhat inconsistent with goals and policies of the Clean Air Plan that relate to focusing development within existing urban and village areas.

The air quality section will include a detailed discussion of the current air quality setting within the local airshed along with local climatic and air pollution data from local air monitoring stations. Emission factor data, when not identified in the APCD guidelines, will be obtained from EPA AP-42, Compilation of Air Pollutant



Emissions Factors, Third Edition, and any updates published by the EPA. The motor vehicle constituents of concern include ROG, NO<sub>x</sub>, CO, and PM<sub>10</sub>. Significance criteria will be based on APCD thresholds.

Although the APCD has not adopted quantitative daily thresholds for construction emissions, standard measures to minimize construction-related impacts will be incorporated. Site preparation, grading, and construction-related air emissions may have a significant short-term effect. This evaluation will include an assessment of dust impacts, as well as emissions associated with heavy construction equipment. Emissions will be estimated using the latest version of the CALEEMOD air quality model. These emissions will be compared to APCD construction thresholds for determination of significance.

Potential long-term emissions associated with the project are primarily a result of increased traffic and/or increased vehicle miles traveled. Mobile emissions will be quantified using the CALEEMOD computer program. Vehicle usage factors to be employed in the analysis will be coordinated with the traffic study based upon the change in vehicle trips and trip lengths associated with buildout of the proposed project, as determined by the traffic analysis. The analysis will include: the number of vehicle trips, types of trips and average speed, and vehicle miles traveled per day.

Consistency of the proposed project with the Clean Air Plan (CAP) will also be analyzed. Where necessary, the EIR will identify measures required to mitigate air quality impacts identified, such as:

- General transportation measures
- Dust control measures during construction
- Measures to promote alternative trip modes
- Measures to minimize engine idling
- Contributing to off-site mitigation methods

## **Biological Resources**

It is our understanding that four habitat types are present on-site, including annual grassland (dominated by exotics), coast live oak woodland, willow riparian, and wetland habitat. Sensitive plant species may also be located on-site. Possible project impacts include the loss of oak trees and alteration of an intermittent drainage that would need a crossing to provide access to a proposed residential lot.

A Rincon biologist will prepare the biological resource investigation, which will involve a peer review of the applicant-prepared biological study to confirm the accuracy of the report's findings, supplemented with original research as necessary. Our work program assumes that the study is generally accurate and that only minor



clarifications and additions to the analysis will be needed. Our work scope will consist of the following specific tasks:

- Peer review the applicant-prepared study
- Conduct a general biological field survey to confirm the accuracy of the information in the applicant studies (no species-specific surveys or additional wetland delineation work are proposed)
- Assess direct and indirect, short- and long-term impacts to existing biological resources from future development, including, but not limited to: loss of habitat, sedimentation from grading and site preparation efforts, and long-term impacts of increased human activity;
- Consider impacts to listed species and other regulated resources, if any, and discuss role of other regulatory agencies (e.g. USFWS, USACE, CDFW, etc.
- Assess cumulative impacts to biological resources and the project's contribution to those impacts;
- Identify sensitive biological species and habitats on-site (including a site vegetation /habitat map)
- Identify feasible mitigation measures to minimize biological resource impacts

If it is determined that special studies need to be performed prior to on-site grading, the parameters, including timing for these studies, will be identified. Guidelines for building site locations, road alignments and overall project design that could preserve significant resource locations may also be recommended. Habitat restoration methods and pesticide use restrictions, and other measures will be discussed, if appropriate.

### **Cultural Resources**

A cultural resources survey conducted for the site found no evidence of cultural resources; however, the site is known to contain significant paleontological resources. Our technical approach to the archaeological and paleontological peer reviews is described below. Rincon staff will summarize the findings of the studies in a cultural resources section of the EIR.

Archaeological Resources. Rincon will incorporate the applicant-prepared archaeological study, and the peer review of the study conducted by Mary Maki during the CEQA review of the previous project on the site, into the EIR impact section. A Rincon cultural resources specialist will also review these documents for consistency with current information in the vicinity. An updated archaeological records search will be conducted, and updated cultural resources setting information will be provided. Rincon will also review a 'County's Record Search' of the archaeological report library/GIS layer to be provided by the County. Our scope of work does not include additional archaeological field investigation. Project impacts,



if any, will be identified. Mitigation measures to avoid identified resources and/or the potential disruption of unidentified resources, will be provided as necessary.

A Rincon cultural resources specialist will conduct Native American scoping with the Native American Heritage Commission and local Chumash contacts to identify if Tribal Cultural Resources (as defined in Assembly Bill 52) could be impacted by the proposed project.

Paleontological Resources. Paleo Environmental Associates, Inc. prepared a paleontological resource inventory/impact assessment in support of the EIR for the previous project on the site. This included an archival search conducted at the Natural History Museum of Los Angeles County Vertebrate Paleontology Department and University of California Museum of Paleontology to document the occurrence of any previously recorded vertebrate fossil site in at or near the project site in the rock units exposed in the parcel. A Rincon paleontologist will review the assessment for consistency with current information in the vicinity. The assessment will be incorporated into the EIR impact section. As appropriate, mitigation measures will be developed for any potential impacts to on-site resources.

### **Geology and Soils**

Several potential geotechnical concerns are present on-site, including gentle to steep slopes, soils with high shrink-swell potential, ground surface rupture, and liquefaction hazards. These conditions could affect the proposed residences and infrastructure. In addition, grading needed to accommodate the project could result in increased erosion and sedimentation.

It is our understanding that a fault study, geotechnical study, and soils analysis are underway and will be provided by the applicant team. We understand that these studies will be reviewed by the County Geologist. Based on this review, Rincon will incorporate into the EIR the geotechnical and seismic issues of concern. As appropriate, information from the applicant's study will be incorporated into the analysis, supplemented with information from readily available documents, including the County General Plan and Division of Mines and Geology published studies and maps. Mitigation measures may include recommendations for conceptual engineering design solutions, in combination with the requirements of the California Building Code (CBC). Our analysis will also include a peer review of any percolation testing that has been performed on the site, which our proposal assumes will have been conducted by outside parties.

The geology and soils analysis will also discuss impacts to hydrological conditions and associated erosion and water quality impacts, based on drainage information to be provided by the applicant team and peer reviewed by Rincon. This analysis will be qualitative in nature and will identify local erosion control requirements pursuant





to the National Pollution Discharge Elimination System (NPDES). Potential best management practices (BMPs) for erosion control will be identified to address both temporary construction impacts and long-term operational impacts.

Specifically, this section will include the following tasks:

- Discuss existing geologic conditions (e.g., underlying formations, seismic capabilities, soils, subsurface structure, landforms, etc.).
- Identify potential geologic hazards (e.g., liquefaction, shrink-swell, erosion, slope stability, etc.) and seismic characteristics in the study area.
- Map geologic hazards from background analysis data sources.
- Evaluate the effect of geologic hazards on the proposed project (e.g., liquefaction, erosion, seismic, etc.).
- Identify measures to mitigate specific geologic hazards.

The assessment of drainage, erosion, and sedimentation impacts will include the following tasks:

- Coordinate County Public Works and the United States Natural Resources Conservation Service to gather existing drainage and erosion information.
- Identify and map significant drainage courses and watersheds.
- Identify and map all areas within the project site that currently experience drainage and/or flooding conditions, determined in consultation with the County Public Works Department.
- Identify and map all areas that could potentially be adversely affected by drainage, erosion, or sedimentation impacts resulting from future development facilitated by the proposed project.
- Evaluate and discuss impacts associated with topographical alteration including stability of roads, cut slopes, fill slopes, drainage structures, and other improvements.
- Identify cumulative impacts (e.g., increased surface runoff, etc.) on the area's ecosystem which could result from project implementation.
- Identify and discuss feasible mitigation measures, if any, to minimize potential adverse drainage, erosion, and sedimentation impacts relating to increased runoff and/or topographic alteration.

### **Hazards and Hazardous Materials**

The project site is subject to a variety of potential health and safety hazards. Potential hazards on-site include exposure to agricultural pesticides from adjacent vineyard operations, wildland fire, and aircraft accidents. Rincon will provide a detailed description of the existing setting as it relates to potential hazards and hazardous materials. This will include a search of the following databases:



- Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) database
- Geotracker search for leaking underground fuel tanks
- Department of Toxic Substances Control's Envirostor database
- State Water Resources Control Board (SWRCB) solid waste disposal sites, active Cease and Desist Orders (CDOs), and Cleanup and Abatement Orders (CAOs)
- Other databases as appropriate

This section of the EIR will discuss all of the above hazards and identify applicable regulatory requirements. Specifically, the analysis will:

- Summarize applicable federal, state, and local standards/regulations pertaining to agricultural chemical use, fire safety, and airport safety
- Identify the level of fire hazard present on-site based on contact with local fire protection officials (including wildland fire risks and potential access issues)
- Delineate applicable airport hazard zones relative to the project site, based on information contained in the recently updated Airport Land Use Plan
- Recommend mitigation measures beyond standard safety requirements, as appropriate

## Land Use

This section will include two separate, but related discussions: (1) land use compatibility; and (2) consistency with applicable land use policies.

The land use compatibility discussion will serve as a summary of the environmental issues discussed in detail elsewhere in the EIR. This is because planning policy statements are commonly intended to lead the planner to areas of technical inquiry to establish a finding. Many land use compatibility issues are directly related to other environmental issues. Biotic and natural resources, agriculture, traffic, noise (including noise related to aircraft operations), light and glare, air quality (localized fumes), and aesthetics all enter into land use compatibility discussions. Therefore, this analysis serves to re-focus the discussion into a planning perspective. Potential areas of impact include the adjacency of the project to agricultural uses and the change in visual conditions on-site.

The policy consistency analysis will involve a review of the project against the various regulatory documents adopted by the County. This will include review of the adopted policies of the San Luis Obispo Area Plan, the County's Land Use Ordinance (Title 22), Conservation Element, San Luis Obispo County Framework for Planning, any special design review requirements, and other County policy





documents. The Land Use section will address the proposed expansion of the Los Ranchos/Edna Village Reserve Line (VRL).

The land use and policy consistency analysis will be supplemented with graphics, illustrating the existing land use pattern, the land use regulatory and jurisdictional pattern. Mitigation measures may include siting recommendations, buffer systems or other controls, design recommendations, and use limitations.

## **Noise**

The project site is adjacent to agricultural operations and is below the flight paths for San Luis Obispo County Regional Airport. Consequently, the project would be subject to these sources of noise. In addition, the proposed project would generate both short and long term noise emissions. Short-term noise sources would be associated with construction activities including onsite grading. Long-term noise impacts would be associated with onsite activities, as well as mobile noise associated with project-related traffic.

This section of the EIR will include a noise survey to establish current ambient noise levels associated with nearby noise sources. Ambient noise measurements will be taken in the field using an ANSI Type II sound level meter. In addition, the area will be examined to identify potential noise sensitive uses that could be adversely affected by project generated traffic or other noise sources. The existing regulatory setting will be described, including federal, state, and local noise requirements. The criteria used to determine the significance of any impacts will be from the County of San Luis Obispo General Plan Noise Element. The Noise section of the EIR will be prepared in accordance with the Guidelines for Noise Study Reports as Part of Environmental Impact Reports issued by the California Department of Health Services, Office of Noise Control.

Operational noise would include the addition of traffic to area roadways. Rincon will estimate existing and future traffic noise levels along up to four roadway segments based upon data from the traffic impact analysis. Traffic noise will be forecast using the Federal Highway Administration Traffic Noise Model® (TNM version 2.5). Traffic generated by the proposed project will be added to the current traffic volumes and the incremental noise level increases will be calculated. Noise exposure from these sources will be assessed in terms of Community Noise Exposure Levels (CNEL). Mitigation requirements will be identified for noise impacted areas.

Specifically, this section will include the following tasks:

- Review the project area to identify potential noise sources that could adversely affect the proposed project and noise-sensitive uses that may be affected by the proposed project



- Discuss County Noise Element policies pertaining to proposed onsite uses and potential noise sensitive uses in the project area and the project's consistency with those policies
- Identify applicable noise contours associated with operations at the County Regional Airport
- Conduct up to four noise measurements to establish baseline noise conditions at the project site and sensitive receptor locations in the project vicinity
- Determine noise levels to which the project would be exposed and comparison to applicable County standards
- Evaluate potential short and long term noise impacts of the project on sensitive uses in the project area (this analysis will include modeling of future traffic volumes to determine if locally adopted noise impact thresholds may be exceeded)
- Identify mitigation measures for identified noise impacts

### **Population and Housing**

The project site is adjacent to the San Luis Obispo Country Club and the Rolling Hills Estates. However, the entire parcel is currently undeveloped agricultural land. The site is not within San Luis Obispo's urban reserve line, nor is it within the Edna Village as described in the San Luis Obispo Area Plan.

The project is expected to require improved fire protection services, such as fire hydrants and road improvements/extensions. These improvements may make further extensions feasible, thus facilitating additional development in the area.

The State CEQA Guidelines specifically discourage speculation about possible impacts that cannot be determined with any degree of certainty. Nevertheless, this section will identify areas where the proposed development and associated infrastructure extensions may remove obstacles to growth and discuss what type of growth could be accommodated by the needed extensions. Mitigation measures may involve designing infrastructure improvements to discourage future extensions and/or limiting the size of infrastructure to serve only the proposed development.

This section will also include an assessment of energy consumption consistent with CEQA Appendix F. This will include the following tasks:

- Identify project features that would promote energy conservation (such as energy efficient buildings, the use of alternative modes of travel, and the incorporation of strong recycling efforts)
- Review and discuss existing regulations and policies (e.g., California Building Structure Code, Title 21, County Conservation and Open Space Element, Housing Element, Green Building ordinance, EnergyWise/Climate Action Plan, etc.)



- Discuss how energy demands could be reduced.
- Compare the project's anticipated energy consumption to the ability of the energy provider to be able to deliver that power.
- Identify and discuss feasible mitigation measures, if any, that could be included in the project to reduce energy consumption and promote energy conservation to the extent feasible.

### **Public Services**

The project site is within the service area of the County Sheriff's Department and CDF/County Fire. The nearest sheriff and fire stations are located in San Luis Obispo, about five miles away. The site is located within the jurisdiction of the San Luis Coastal School District.

The proposed project would generate additional population, and extend the response areas for local law enforcement and fire protection agencies. The additional population would also affect local schools, parks, and libraries, and increase demand for solid waste services. For these reasons, the EIR will evaluate the potential impact on the provision of these public services. Water and wastewater services will be discussed in a separate section of the EIR (refer to *Water and Wastewater* discussion, below).

This section will involve contact with local service providers and quantification of existing and projected services levels. Fire protection officials will be contacted to evaluate site design requirements, emergency response times, adequacy of emergency services, fire flow, road width/grade, ingress/egress requirements, and other issues that may have an adverse effect on fire protection capabilities. The discussion of impacts to CDF/County Fire will be coordinated with the discussions of Biological Resources and Hazards. Where necessary, mitigation measures will be developed for all identified impacts. Law enforcement officials will similarly be contacted to identify any special requirements associated expanding service into the project area.

The introduction of new residential uses in the area would generate additional school-aged children and has the potential to adversely affect local schools. The school districts that serve the area will be contacted regarding potential impacts to school capacity and traffic safety impacts.

The proposed project would also generate new demands for recreational services. The potential new demands of the project and the effects on existing park and recreational facilities will be assessed. The analysis will be based on existing information contained in locally adopted park and recreation plans and policies including the County's Parks and Recreation Element and Agricultural and Open Space Element. It will also include consultation with the County Department of General Services Parks and Recreation Division. Rincon will also address any issues



presented by SLOCOG and/or the General Services Agency (Parks and Recreation) regarding the Anza Trail.

To assess impacts to solid waste and recycling services, the analysis will include a review of current landfill capacity and a projected future capacity, and a calculation of the potential service demand from implementation of the project, utilizing accepted waste generation factors. Rincon will also review countywide solid waste management plans to identify future solid waste disposal facilities, and discuss recycling efforts and future state requirements. As needed, mitigation will be identified.

Secondary effects associated with the potential extension of new utility lines or construction of new facilities will be examined. Where possible, the significance of these effects will be identified and mitigation measures developed to avoid or minimize environmental effects.

Generation and demand factors will be developed and verified through contact with affected service agencies. The analysis will provide quantification of existing and projected demands as well as a comparison of these demands to the service capabilities. Where service deficiencies are identified, mitigation programs will be developed to avoid or minimize potentially adverse impacts.

This section will not quantify fiscal effects of the project on public services, unless such analysis is available from affected service agencies. The mitigation discussions will describe existing fee programs that are in place to offset public services impacts. The impact analysis will examine both project specific and cumulative project impacts.

### **Transportation and Circulation**

Kittelson and Associates (KAI) will conduct a peer review of a traffic impact analysis to be prepared by Associated Transportation Engineers, Inc. (ATE). Rincon will incorporate the peer reviewed traffic impact analysis into the EIR impact section. This scope of work assumes that the traffic impact analysis will contain an evaluation of project impacts on study area roadway segments and intersections under both existing + project and cumulative + project conditions, as well as impacts related to overall vehicle miles traveled generated by the project. Impacts will be described and mitigation measures will be identified as necessary.

For the peer review assessment, KAI will review all analysis assumptions and chosen methodologies for assessing the potential for significant impacts on transportation facilities that would result from the proposed project. KAI will also determine whether the analysis was performed consistent with the County of San Luis Obispo and other jurisdictions traffic impact standards as applicable. All



quantitative evaluations will be checked for local intersections and roadway segments, and qualitative assessments checked for transit, pedestrian, bicyclist, emergency vehicle, parking, and construction conditions. KAI will assess the appropriateness of the baseline roadway and land use assumptions under Cumulative and Cumulative plus Project conditions. Application of the travel demand model will be reviewed as well as the project specific trip distribution assumptions. All impact fair share calculations will be reviewed for accuracy. Per SB 743, VMT metrics will be reviewed for relative to model behavior and whether the chosen metrics provide the appropriate level of sensitivity to properly characterize the vehicle activity anticipated from the project (e.g., induced VMT). Per capita VMT metrics, if used, will also be reviewed to ensure that normalizing for project size does not mask potential impacts. The peer review results of these analyses will be summarized into a draft technical memorandum that will be submitted to and reviewed by Rincon and County staff. Upon review, KAI will finalize the technical memorandum for final submittal to the County.

### **Water and Wastewater**

The proposed project would increase demand for water and would generate an increase of wastewater that would require treatment. The applicant is proposing to connect to a community water supplier (Golden State Water Company) for domestic water use, and to use on-site wells for agricultural use and outdoor landscaping. The project would use a combination of sewer service (via annexation to County Service Area 18) and an on-site septic system for wastewater disposal. A water supply analysis, soils report and percolation test will be provided for the project.

The analysis will consider water supply and quality, the feasibility of septic system use and long-term potential to annex into the sewer district. The proposal for CSA 18 to operate the project wastewater system will be evaluated, including a discussion of recent fixes CSA 18 has made, and whether the fixes can be considered a long-term solution in light of the additional effluent from this project. It is our understanding that the County will contract with another firm (JTA) conduct a peer review of the applicant's wastewater engineering report and then develop recommendations for submittal to the Public Works Department. The Department will then review and develop recommendations for upgrades and improvements for the treatment plant as well as any other proposed infrastructure that may be necessary. A Rincon certified engineering geologist will review the JTA and County reviews and will perform additional water quality and septic system review of information to be provided by the applicant as necessary. The analysis of water quality and septic system issues will not be an engineering level design study, but rather will serve as a study to confirm the feasibility of using septic systems. The analysis will address the adequacy of the proposed agricultural water supply for the existing and expanded agricultural use, consistent with the County's agricultural cluster subdivision



ordinance, and will assess the adequacy of the domestic water supply for domestic use.

Water quality will be addressed qualitatively. Existing ordinances to protect surface water quality will be summarized, and mitigation incorporating Low Impact Development measures into the project drainage plan will be applied. This section will include a discussion of both the National Pollution Discharge Elimination System (NPDES) general construction permit and the County's Grading Ordinance and their applicability to the proposed project. If significant water quality impacts are identified, mitigation measures will be identified to reduce or avoid such impacts.

The analysis of water and wastewater issues will include the following specific tasks:

- Review applicant-prepared studies relating to water supply and septic system feasibility.
- Consult with appropriate oversight agencies, including specific consultation with the County Environmental Health Department and Regional Water Quality Control Board regarding proposed project impacts, water quality and septic system feasibility issues.
- Quantify project water consumption and wastewater generation, based on factors obtained from appropriate agencies.
- Determine the feasibility of obtaining sufficient water to meet project demand.
- Determine the feasibility of using septic systems.
- Make recommendations for water conservation.
- Make recommendations for general parameters regarding placement and design of on-site septic systems.
- Discuss with Regional Water Quality Control Board regarding connection to existing CSA 18 facilities as well as impacts associated with proposed facility improvements.
- Discuss potential impacts with the San Luis Obispo Country Club Estates Home Owners Association as directed by the County Project Manager.

### **Effects Found Not to Be Significant**

Because the document will be an EIR and no Initial Study is being prepared, the EIR will include a section describing the issues for which a less than significant impact is anticipated. This section will include sufficient evidence to support less than significant impact findings. Greenhouse gas emissions effects will be addressed in this section. A brief discussion of the GHG emissions regulatory setting will be provided. Short-term construction and long-term operational GHG emissions will be quantified using the CalEEMod emissions model and compared to applicable screening thresholds of significance.





## **FEE ESTIMATE AND SCHEDULE**

Rincon Consultants will prepare the Jack Ranch Agricultural Cluster Subdivision Project EIR for the County of San Luis Obispo, in accordance with our proposed scope of services, for an estimated base fee of \$115,878. The following table provides a breakdown of costs by major work item. It is our understanding that \$57,042 remains in the environmental review account from the previous version of the project. After applying these available funds, additional fees to complete the EIR total \$58,836. In addition, our scope of work includes optional tasks to prepare the Mitigation Monitoring and Reporting Program and CEQA Findings for the project, for costs of \$2,510 and \$6,200, respectively. If these optional tasks are selected, accounting for the funding already available for the project, a total additional fee of \$67,546 would be required.

All aspects of this proposed scope of services and associated costs are fully negotiable to meet the needs of the County of San Luis Obispo. Additional work not included within our proposed work program will be completed only upon written County authorization on a time-and-materials basis in accordance with our standard fee schedule, included as an attachment to this proposal.



County of San Luis Obispo  
Jack Ranch Agricultural Cluster Subdivision EIR

Cost Estimate

6/10/2015

| Tasks (Base Fee)   | Cost             | Rincon<br>Labor<br>Hours | Rincon Consultants         |                            |                           |                       |                           |                               |
|--|------------------|--------------------------|----------------------------|----------------------------|---------------------------|-----------------------|---------------------------|-------------------------------|
|  |                  |                          | Principal II<br>\$215/hour | Sr. Prof. II<br>\$145/hour | Sr. Prof. I<br>\$125/hour | Prof. II<br>\$95/hour | GIS/CADD II<br>\$100/hour | Clerical/Admin I<br>\$65/hour |
| <b>1. Project Initiation</b>   |                  |                          |                            |                            |                           |                       |                           |                               |
| 1.1 Kickoff Meeting  | \$720            | 4                        | 2                          | 2                          |                           |                       |                           |                               |
| 1.2 Project Description and EIR Outline                              | \$4,135          | 37                       | 1                          | 8                          | 4                         | 14                    | 8                         | 2                             |
| 1.3 Notice of Preparation  | \$600            | 4                        | 1                          | 2                          |                           | 1                     |                           |                               |
| 1.4 AB 52 Consultation Assistance                                    | \$605            | 5                        |                            | 2                          | 2                         |                       |                           | 1                             |
| 1.5 Scoping Meeting  | \$1,315          | 11                       |                            | 6                          |                           | 4                     |                           | 1                             |
| <b>2. Administrative Draft EIR</b>                                   |                  |                          |                            |                            |                           |                       |                           |                               |
| 2.1 Executive Summary  | \$1,850          | 18                       | 1                          | 2                          |                           | 10                    | 2                         | 3                             |
| 2.2 Introduction and Environmental Setting                           | \$2,000          | 18                       | 1                          | 4                          |                           | 12                    |                           | 1                             |
| 2.3 Environmental Impacts and Mitigation Measures                    |                  |                          |                            |                            |                           |                       |                           |                               |
| Aesthetics   | \$3,015          | 27                       | 2                          | 4                          |                           | 12                    | 8                         | 1                             |
| Agricultural Resources   | \$2,995          | 27                       | 2                          | 4                          |                           | 16                    | 4                         | 1                             |
| Air Quality  | \$2,965          | 25                       | 2                          | 4                          | 6                         | 12                    |                           | 1                             |
| Biological Resources   | \$5,795          | 47                       | 6                          | 6                          | 10                        | 16                    | 8                         | 1                             |
| Cultural Resources   | \$2,200          | 20                       | 1                          | 4                          |                           | 12                    | 2                         | 1                             |
| Geology and Soils  | \$2,615          | 23                       | 2                          | 4                          |                           | 12                    | 4                         | 1                             |
| Hazards and Hazardous Materials                                      | \$2,100          | 20                       | 1                          | 2                          |                           | 14                    | 2                         | 1                             |
| Land Use and Policy Consistency                                      | \$5,455          | 47                       | 4                          | 10                         |                           | 24                    | 8                         | 1                             |
| Noise  | \$3,695          | 33                       | 2                          | 4                          | 4                         | 16                    | 6                         | 1                             |
| Population and Housing   | \$1,340          | 12                       | 1                          | 2                          |                           | 6                     | 2                         | 1                             |
| Public Services  | \$3,365          | 31                       | 2                          | 4                          |                           | 22                    | 2                         | 1                             |
| Transportation and Circulation (Rincon labor only)                   | \$2,435          | 21                       | 2                          | 4                          |                           | 8                     | 6                         | 1                             |
| Water and Wastewater   | \$4,365          | 37                       | 4                          | 8                          |                           | 24                    |                           | 1                             |
| Effects Found Not to Be Significant (incl. Greenhouse Gas Emissions) | \$3,020          | 26                       | 1                          | 2                          | 12                        | 10                    |                           | 1                             |
| 2.4 Alternatives (4)   | \$6,045          | 49                       | 4                          | 16                         | 4                         | 20                    | 4                         | 1                             |
| 2.5 Other CEQA   | \$1,140          | 10                       | 1                          | 2                          |                           | 6                     |                           | 1                             |
| 2.6 References (including copies for Administrative Record)          | \$1,555          | 13                       | 1                          | 4                          | 2                         | 4                     |                           | 2                             |
| <b>3. Draft EIR Preparation and Publication</b>                      | \$7,240          | 60                       | 6                          | 16                         | 4                         | 26                    | 4                         | 4                             |
| <b>4. Final EIR Preparation</b>                                      |                  |                          |                            |                            |                           |                       |                           |                               |
| 4.1 Response to Comments/Administrative Final SEIR                   | \$7,690          | 64                       | 6                          | 20                         | 4                         | 24                    | 2                         | 8                             |
| 4.2 Publication of the Final EIR                                     | \$2,750          | 22                       | 4                          | 6                          |                           | 8                     |                           | 4                             |
| <b>5. Project Management/Coordination</b>                            | \$8,640          | 56                       | 12                         | 40                         |                           |                       |                           | 4                             |
| Subtotal Labor (Base Fee):   | \$91,645         | 767                      | 72                         | 192                        | 52                        | 333                   | 72                        | 46                            |
| <b>Additional Costs (Base Fee)</b>                                   |                  |                          |                            |                            |                           |                       |                           |                               |
| Kittelson & Associates - Traffic Study Peer Review                   | \$5,000          |                          |                            |                            |                           |                       |                           |                               |
| Records Search Fees  | \$300            |                          |                            |                            |                           |                       |                           |                               |
| Supplies and Miscellaneous Expenses                                  | \$2,833          |                          |                            |                            |                           |                       |                           |                               |
| General & Administrative   | \$1,220          |                          |                            |                            |                           |                       |                           |                               |
| Subtotal Additional Costs (Base Fee):                                | \$9,353          |                          |                            |                            |                           |                       |                           |                               |
| <b>TOTAL LABOR + ADDITIONAL COSTS (Base Fee)</b>                     | <b>\$100,998</b> |                          |                            |                            |                           |                       |                           |                               |

| Tasks (Time and Materials)                                 | Cost            | Rincon<br>Labor<br>Hours | Rincon Consultants         |                            |                           |                             |                          |                                |
|--|-----------------|--------------------------|----------------------------|----------------------------|---------------------------|-----------------------------|--------------------------|--------------------------------|
|  |                 |                          | Principal II<br>\$210/hour | Sr. Staff II<br>\$140/hour | Sr. Staff I<br>\$125/hour | Prof. Staff II<br>\$95/hour | GIS/CADD II<br>\$95/hour | Clerical/Admin II<br>\$70/hour |
| <b>6. Meetings (5)</b>                                     | \$3,465         | 21                       | 6                          | 15                         |                           |                             |                          |                                |
| <b>7. Hearings (4)</b>                                     | \$4,170         | 26                       | 8                          | 16                         |                           |                             |                          | 2                              |
| Subtotal Labor (Time and Materials):                       | \$7,635         | 47                       | 14                         | 31                         | 0                         | 0                           | 0                        | 2                              |
| <b>Additional Costs</b>                                    |                 |                          |                            |                            |                           |                             |                          |                                |
| Reproduction   |                 |                          |                            |                            |                           |                             |                          |                                |
| Administrative Draft EIR                                   |                 |                          |                            |                            |                           |                             |                          |                                |
| 4 copies, 1 CD   | \$355           |                          |                            |                            |                           |                             |                          |                                |
| Draft EIR  |                 |                          |                            |                            |                           |                             |                          |                                |
| 15 Executive Summaries                                     | \$225           |                          |                            |                            |                           |                             |                          |                                |
| 25 copies, 15 CDs  | \$2,850         |                          |                            |                            |                           |                             |                          |                                |
| 3 copies of Appendices, 2 CDs                              | \$225           |                          |                            |                            |                           |                             |                          |                                |
| 1 References CD  | \$15            |                          |                            |                            |                           |                             |                          |                                |
| Administrative Final EIR                                   |                 |                          |                            |                            |                           |                             |                          |                                |
| 4 copies, 1 CD   | \$475           |                          |                            |                            |                           |                             |                          |                                |
| Final EIR  |                 |                          |                            |                            |                           |                             |                          |                                |
| 25 copies, 15 CDs  | \$3,100         |                          |                            |                            |                           |                             |                          |                                |
| 10 copies Executive Summary, 15 CDs                        | \$375           |                          |                            |                            |                           |                             |                          |                                |
| 3 copies of Appendices, 3 CDs                              | \$240           |                          |                            |                            |                           |                             |                          |                                |
| Subtotal Additional Costs (Time and Materials):            | \$7,245         |                          |                            |                            |                           |                             |                          |                                |
| <b>TOTAL LABOR + ADDITIONAL COSTS (Time and Materials)</b> | <b>\$14,880</b> |                          |                            |                            |                           |                             |                          |                                |

|  |                  |
|--|------------------|
| <b>TOTAL (BASE FEE + TIME AND MATERIALS FEE)</b> | <b>\$115,878</b> |
|--|------------------|

|   |         |
|---|---------|
| <b>Optional Tasks</b>                                     |         |
| A. Mitigation Monitoring and Reporting Program (Optional) | \$2,510 |
| B. CEQA Findings (Optional)                               | \$6,200 |





Rincon proposes to adhere to a schedule that allows the Draft EIR to be circulated within about 19 weeks of the kickoff meeting, and the EIR process to be concluded within approximately 9 months.

**Kickoff Meeting:** Rincon will arrange and manage a project kickoff meeting within one week of contract execution. This meeting will likely include County staff, Rincon's Principal-in-Charge, and Rincon's Project Manager.

**Project Description and EIR Outline:** Within two weeks of the kickoff meeting, Rincon will submit a draft project description and EIR outline for staff review. Rincon assumes a one-week review period by the County, and one week to allow for Rincon's final revisions. Thus, we assume that the project description will be complete five weeks after the kickoff meeting.

**Administrative Draft EIR:** The Administrative Draft EIR will be completed within eight weeks of County approval of the project description and EIR outline. This schedule assumes delivery of the ADEIR about 13 weeks after the kickoff meeting.

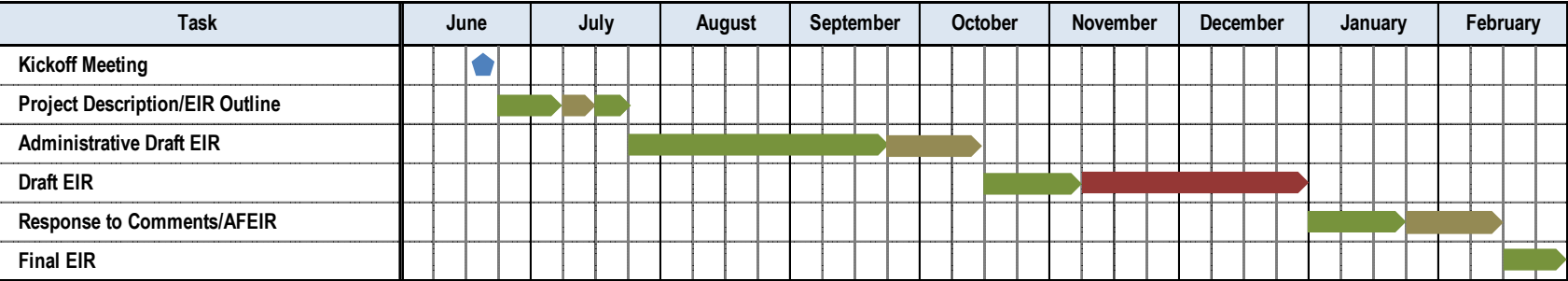
**Draft EIR:** Assuming that the County will deliver comments on the Administrative Draft EIR within three weeks, Rincon will produce the Draft EIR within three weeks of receipt of staff comments. This schedule assumes that County comments are coordinated into a single consistent set of comments and that no new substantial analysis will be needed as a result. This schedule would allow for publication and initiation of public review approximately 19 weeks after the kickoff meeting.

**Response to Comments/Administrative Final EIR:** Within three weeks of the close of the Draft EIR circulation period and receipt of all written and oral comments, Rincon will deliver a draft Response to Comments report. Together with any changes that might be required to the Draft EIR, this will constitute the Administrative Final EIR for County staff review. This milestone is expected to be reached 28 weeks after the kickoff meeting, assuming a 45-day public review period for the Draft EIR.

**Final EIR:** Within two weeks of receipt of County comments on the Response to Comments/ Administrative Final EIR, Rincon will deliver the Final EIR. Assuming a three week review period for the County, the Final EIR would be delivered 33 weeks.

Adhering to this schedule, the EIR will be prepared, reviewed by the public and decision-makers, and could be certified within about 9 months. The ability to meet this schedule depends on the level of public comment, the number of public hearings needed, timely receipt of technical information, and staff's direction on addressing unanticipated issues that may arise during the process.

County of San Luis Obispo  
Jack Ranch Agricultural Cluster Subdivision Project EIR  
Proposed Schedule



- Work in Progress
- County Review
- Public Review
- Meeting



We appreciate your consideration of Rincon Consultants, Inc. to prepare this scope of work for the Jack Ranch Agricultural Cluster Subdivision Project EIR and welcome the opportunity to further discuss our proposal with you.

Sincerely,

**RINCON CONSULTANTS, INC.**

Richard Daulton, MURP  
Principal



## RINCON CONSULTANTS, INC.

### Standard Fee Schedule for Environmental Sciences and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as outlined under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

| Professional, Technical, and Support Personnel* | Rate        |
|---|-------------|
| Principal II                                    | \$ 215/hour |
| Principal I                                     | \$ 195/hour |
| Senior Supervisor II                            | \$ 175/hour |
| Supervisor I                                    | \$ 165/hour |
| Senior Professional II                          | \$ 145/hour |
| Senior Professional I                           | \$ 135/hour |
| Professional IV                                 | \$ 120/hour |
| Professional III                                | \$ 110/hour |
| Professional II                                 | \$ 95/hour  |
| Professional I                                  | \$ 85/hour  |
| Environmental Technician/Field Aide             | \$ 75/hour  |
| Senior GIS Specialist                           | \$ 115/hour |
| GIS/CADD Specialist II                          | \$ 100/hour |
| GIS/CADD Specialist I                           | \$ 90/hour  |
| Graphic Designer                                | \$ 85/hour  |
| Technical Editor                                | \$ 95/hour  |
| Clerical/Administrative Assistant II            | \$ 75/hour  |
| Clerical/Administrative Assistant I             | \$ 65/hour  |

\*Professionals include environmental scientists, urban planners, biologists, geologists, and cultural resources experts

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$295/hour.

#### Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"×17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

#### Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.
2. Vehicle use in company-owned vehicles will be billed at a day rate of \$85/day for regular terrain vehicle use and \$135 per day for 4-WD off-road vehicle use, plus \$0.85/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.85/mile will be charged. Rental vehicles will be billed at cost plus 15%.



## RINCON CONSULTANTS, INC.

### Equipment Schedule for Environmental Sciences and Planning Services

| Equipment   | Rate          | Unit           |
|---|---------------|----------------|
| <b>Environmental Site Assessment</b>  |               |                |
| Bailer  | \$ 25         | Day            |
| Brass Sample Sleeves  | \$ 10         | Each           |
| DC Purge Pump   | \$ 35         | Day            |
| Disposable Bailer   | \$ 20         | Each           |
| Flame Ionization Detector   | \$ 200        | Day            |
| Four Gas Monitor  | \$ 120        | Day            |
| Hand Auger Sampler  | \$ 55         | Day            |
| Level C Health and Safety   | \$ 60         | Person per day |
| Oil-Water Interface Probe   | \$ 85         | Day            |
| Photo-Ionization Detector   | \$ 120        | Day            |
| Soil Vapor Extraction Monitoring Equipment  | \$ 140        | Day            |
| Water Level Indicator   | \$ 35         | Day            |
| <b>Water Resources</b>  |               |                |
| Dissolved Oxygen Meter  | \$ 45         | Day            |
| Refractometer (salinity)  | \$ 30         | Day            |
| Sterilized Sample Jar   | \$ 5          | Each           |
| Temp-pH-Conductivity Meter  | \$ 50         | Day            |
| Turbidity Meter   | \$ 30         | Day            |
| <b>Natural Resources Field Equipment</b>  |               |                |
| Fiberoptic Scope  | \$ 90         | Day            |
| Infrared Sensor Digital Camera  | \$ 50         | Day            |
| Field Equipment Package, amphibian survey (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)                              | \$ 150        | Day            |
| Field Equipment Package, construction monitoring (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)                       | \$ 95         | Day            |
| Field Equipment Package, standard (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)                                      | \$ 45         | Day            |
| Field Equipment Package, remote (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone) | \$ 125        | Day            |
| Laser Rangefinder/Altitude  | \$ 10         | Day            |
| Mammal trap, large / small  | \$1.50 /      | Each per trap  |
| Minnow trap   | \$ 85         | Each per job   |
| Net, hand / large seine   | \$ 10 / \$ 50 | Day            |
| Pettersson Bat Ultrasound Detector/Recording Equipment  | \$ 150        | Job            |
| Pit-fall Trap   | \$ 5          | Each per trap  |
| Scent Station   | \$ 20         | Station        |
| Spotlight   | \$ 5          | Day            |
| Trimble® GPS (submeter accuracy)  | \$ 190        | Job            |
| Spotting Scope  | \$ 150        | Job            |
| <b>Multi-Services Field Equipment</b>   |               |                |
| Anemometer  | \$ 5          | Day            |
| Computer Field Equipment  | \$ 45         | Day            |
| GPS unit, standard field  | \$ 10         | Day            |
| Sound Level Meter   | \$ 75         | Day            |

**EXHIBIT C**  
**Hourly Rates**



## RINCON CONSULTANTS, INC.

### Standard Fee Schedule for Environmental Sciences and Planning Services

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|---|-------------|
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| Principal I                                     | \$ 195/hour |
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| Supervisor I                                    | \$ 165/hour |
| Senior Professional II                          | \$ 145/hour |
| Senior Professional I                           | \$ 125/hour |
| Professional IV                                 | \$ 120/hour |
| Professional III                                | \$ 110/hour |
| Professional II                                 | \$ 95/hour  |
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| Senior GIS Specialist                           | \$ 115/hour |
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| GIS/CADD Specialist I                           | \$ 90/hour  |
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| Technical Editor                                | \$ 95/hour  |
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#### Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.
2. Vehicle use in company-owned vehicles will be billed at a day rate of \$85/day for regular terrain vehicle use and \$135 per day for 4-WD off-road vehicle use, plus \$0.85/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.85/mile will be charged. Rental vehicles will be billed at cost plus 15%.



## RINCON CONSULTANTS, INC.

### Equipment Schedule for Environmental Sciences and Planning Services

| Equipment   | Rate          | Unit           |
|---|---------------|----------------|
| <b>Environmental Site Assessment</b>  |               |                |
| Bailer  | \$ 25         | Day            |
| Brass Sample Sleeves  | \$ 10         | Each           |
| DC Purge Pump   | \$ 35         | Day            |
| Disposable Bailer   | \$ 20         | Each           |
| Flame Ionization Detector   | \$ 200        | Day            |
| Four Gas Monitor  | \$ 120        | Day            |
| Hand Auger Sampler  | \$ 55         | Day            |
| Level C Health and Safety   | \$ 60         | Person per day |
| Oil-Water Interface Probe   | \$ 85         | Day            |
| Photo-Ionization Detector   | \$ 120        | Day            |
| Soil Vapor Extraction Monitoring Equipment  | \$ 140        | Day            |
| Water Level Indicator   | \$ 35         | Day            |
| <b>Water Resources</b>  |               |                |
| Dissolved Oxygen Meter  | \$ 45         | Day            |
| Refractometer (salinity)  | \$ 30         | Day            |
| Sterilized Sample Jar   | \$ 5          | Each           |
| Temp-pH-Conductivity Meter  | \$ 50         | Day            |
| Turbidity Meter   | \$ 30         | Day            |
| <b>Natural Resources Field Equipment</b>  |               |                |
| Fiberoptic Scope  | \$ 90         | Day            |
| Infrared Sensor Digital Camera  | \$ 50         | Day            |
| Field Equipment Package, amphibian survey (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)                              | \$ 150        | Day            |
| Field Equipment Package, construction monitoring (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)                       | \$ 95         | Day            |
| Field Equipment Package, standard (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)                                      | \$ 45         | Day            |
| Field Equipment Package, remote (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone) | \$ 125        | Day            |
| Laser Rangefinder/Altitude  | \$ 10         | Day            |
| Mammal trap, large / small  | \$1.50 /      | Each per trap  |
| Minnow trap   | \$ 85         | Each per job   |
| Net, hand / large seine   | \$ 10 / \$ 50 | Day            |
| Pettersson Bat Ultrasound Detector/Recording Equipment  | \$ 150        | Job            |
| Pit-fall Trap   | \$ 5          | Each per trap  |
| Scent Station   | \$ 20         | Station        |
| Spotlight   | \$ 5          | Day            |
| Trimble® GPS (submeter accuracy)  | \$ 190        | Job            |
| Spotting Scope  | \$ 150        | Job            |
| <b>Multi-Services Field Equipment</b>   |               |                |
| Anemometer  | \$ 5          | Day            |
| Computer Field Equipment  | \$ 45         | Day            |
| GPS unit, standard field  | \$ 10         | Day            |
| Sound Level Meter   | \$ 75         | Day            |